

**GAS GATHERING, PROCESSING, PURCHASE,
AND REDELIVERY AGREEMENT**

This **GAS GATHERING, PROCESSING, PURCHASE, AND REDELIVERY AGREEMENT** (this “**Agreement**”) is made and entered into effective as of December 1, 2020 (the “**Effective Date**”), by and between **SOUTHCROSS MARKETING COMPANY LTD.**, a Texas limited partnership hereinafter referred to as “**Gatherer**,” and **CRIMSON ENERGY PARTNERS IV, LLC**, a Texas limited liability company, hereinafter referred to as “**Producer**.” Gatherer and Producer are sometimes referred to singularly as a “**Party**” and collectively as the “**Parties**.”

WITNESSETH:

WHEREAS, Producer desires to have Gatherer gather, treat, compress, and process Producer’s Gas delivered from Producer at the Point(s) of Delivery and for Gatherer to purchase Natural Gas Liquids and redeliver Residue to Producer at the applicable Point(s) of Redelivery, and to provide such other services as set forth in this Agreement; and

WHEREAS, Gatherer desires to provide such services to Producer in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the Parties covenant and agree as follows:

**ARTICLE I
DEDICATION**

1.1 Dedication. Subject to the other provisions of this Agreement, including Producer’s Reservations, Producer for the Term (a) exclusively dedicates and commits to this Agreement and agrees to deliver to Gatherer (i) all Gas produced and saved from the Interests now owned or hereafter acquired by Producer or its Affiliates in the Dedicated Area and (ii) all Gas owned or controlled by Producer or its Affiliates from the Dedicated Wells (the “**Dedicated Gas**”), (b) exclusively dedicates and commits to this Agreement all of the Interests now owned or hereafter acquired by Producer or its Affiliates in the Dedicated Area (including Producer’s or its Affiliates’ Interests in and to the Gas in, under, and that may be produced and saved from such Interests) (the “**Dedicated Interests**”), but solely for the purpose of performing the Services in accordance with this Agreement, and (c) dedicates and commits to this Agreement the sole and exclusive right to transport Gas from the Dedicated Interests, specifically the right to gather, meter, measure, treat, compress, and process such Gas as may be produced and saved therefrom. Producer’s dedication and commitments under this Section 1.1 are referred to collectively in this Agreement as the “**Dedication**.”

1.2 Producer’s Reservations. The Dedication is subject to the following reservations (collectively, “**Producer’s Reservations**”).

(a) Dedicated Gas shall not include, and Producer hereby reserves (i) Gas reasonably required to develop and operate the wells located in the Dedicated Interests

from which such Gas is produced and (ii) Gas for which Producer or its Affiliates is required to deliver “in-kind” to lessors or royalty owners pursuant to leases included in the Dedicated Interests, but only for the period that Producer or its Affiliates has such an obligation.

(b) Producer or its Affiliates shall have the right to pool, unitize, communitize and/or jointly operate all or part of the Dedicated Interests; *provided* that the Dedicated Gas attributable to Producer’s or its Affiliates’ Interests in the pooled or other unit will remain subject to this Agreement.

1.3 Covenant Running With the Land. The Dedication and all other terms of this Agreement shall be a covenant running with the land with respect to the Dedicated Interests. The Dedication is intended by the Parties to (a) touch and concern and be binding upon all real property rights of Producer in the Dedicated Area and the Dedicated Wells, and including the Interests related thereto, (b) convey to Gatherer the rights set forth in Section 1.1, and (c) be binding on Producer’s and its Affiliates’ successors, assigns, and other Transferees. The parties agree to, and hereby authorize and incorporate automatically into this Agreement, any amendments necessary to cause the Dedication to be a covenant running with the land under Texas law.

1.4 Memorandum. Contemporaneously with the execution of this Agreement, the Parties shall execute and acknowledge a recordable memorandum of this Agreement in the form of Exhibit B for each county in which the Dedicated Interests may be located (the “**Memorandum**”). In addition, Producer agrees to execute and deliver, and cause its Affiliates to execute and deliver, from time-to-time during the Term, any additional documents or instruments that may be requested by Gatherer in order to effectuate the provisions of this Article I, including any amendments to the Memorandum to update the description of the Dedication contained therein.

1.5 Transfers of Interests. Notwithstanding anything in this Article I to the contrary, to the extent all or a portion of the Dedicated Interests are Transferred to a non-Affiliated Person, the acquiring Person shall only be required to commit and dedicate to this Agreement the Gas that is produced from the Dedicated Interest acquired by such Person. The Dedication under this Agreement shall not extend to any other assets or Interests then held or thereafter acquired by the acquiring Person or any of its Affiliates within the Dedicated Area, other than the Dedicated Interests acquired by such acquiring Person, unless otherwise mutually agreed upon in writing by Gatherer and such Person.

1.6 Representations and Warranties of Producer regarding Dedication. Subject to Producer's Reservations, Producer represents and warrants that Producer or its Affiliates have the right to commit and dedicate the Dedicated Interests and the Dedicated Gas and to enter into the Dedication under this Agreement. Producer represents and warrants that as of the Effective Date and as of the date of execution of this Agreement (a) to the actual knowledge of any officer, director or manager of Producer, none of the Interests owned by Producer and/or its Affiliates is subject to a Prior Dedication created by, through, or under a Person other than Producer or its Affiliates and (b) for any period from and after the date of grant to or acquisition of an applicable Interest by Producer and/or its Affiliates, none of the Interests owned by Producer and/or its Affiliates is subject to a Prior Dedication that was created by, through, or under Producer or its Affiliates, in each case of subsection (a) and (b).. Producer represents and warrants that it has the authority to bind its Affiliates holding any of the Dedicated Interests. Producer will defend, indemnify, and hold harmless Gatherer Group from and against any and all Claims and Losses arising out of or related to any actual breach of the representations and warranties made by Producer in this Section 1.6.

ARTICLE II DELIVERY; QUANTITIES

2.1 Delivery and Receipt. From and after the Effective Date:

(a) Producer shall deliver all Dedicated Gas to Gatherer at the Point(s) of Delivery, subject to the limits set forth in this Article II;

(b) Gatherer commits to receive from Producer at the Point(s) of Delivery for performance of the Services a maximum Daily quantity of Gas up to thirty thousand (30,000) Mcf per Day, in the aggregate across all Point(s) of Delivery (such maximum Daily quantity the "**MDQ**");

(c) Gatherer will endeavor to receive from Producer at the Point(s) of Delivery for performance of the Services quantities of Gas in excess of the MDQ ("**Excess Quantities**") on an Interruptible basis.

2.2 MDQ Adjustments. Commencing at the beginning of the second (2nd) Contract Year of the Term and at the beginning of each Contract Year thereafter, if the average Daily quantity of Gas delivered by Producer to Gatherer for the final three (3) Months of the previous Contract Year (the "**Three (3) Month Average**") is less than eighty percent (80%) of the MDQ in effect for such previous Contract Year, the MDQ for the current Contract Year may, at Gatherer's sole option, be reduced to one hundred twenty percent (120%) of the Three (3) Month Average for the previous Contract Year, such option to be exercised by notice to Producer delivered no later than thirty (30) days after the beginning of the Contract Year in which the MDQ is to be adjusted. In calculating the Three (3) Month Average for any Contract Year, any Day or partial Day in which quantities of Dedicated Gas (within the MDQ and meeting the Quality Specifications) are curtailed or not accepted by Gatherer shall be excluded.

From time to time Producer may request that Gatherer increase Producer's MDQ. Within 30 days of such request, Gatherer will provide Producer with notice as to whether Gatherer agrees to increase Producer's MDQ or whether Gatherer rejects Producer's request. If Gatherer rejects Producer's request, then the acreage related to the volume of Producer's Gas corresponding to the amount of the proposed increase in Producer's MDQ shall be released from the Dedication under this Agreement.

2.3 Permitted Curtailments. Any other provision of this Agreement notwithstanding, Gatherer may suspend or curtail receipt or delivery of all or any portion of Producer's Gas and performance of the Services associated therewith, without liability, in the event of a Permitted Curtailment. Gatherer will use reasonable efforts to keep Producer apprised regarding any anticipated Permitted Curtailments and will use reasonable efforts to minimize the duration of any Permitted Curtailments, but shall have no liability for failure to do so.

2.4 Temporary Release. If at any time during the Term, Gatherer is unable or refuses to receive from Producer at the Point(s) of Delivery any volume of Dedicated Gas meeting the Quality Specifications for more than seventy-two (72) consecutive hours and absent a breach of this Agreement by Producer, such volume of Dedicated Gas shall be automatically and temporarily released from the Dedication. Producer may, at its sole option, deliver all or any portion of Producer's Gas released hereunder to an alternative market, purchaser, pipeline, or processor; *provided* that the term of any agreements relating to such alternative services may not exceed the remainder of the current Month and each Month in which such inability to receive gas by Gatherer continues. This temporary release shall cease, the effected volume will again become subject to the Dedication, and Producer shall resume delivery of the affected volumes of Dedicated Gas to the Point(s) of Delivery (a) immediately upon receipt of Gatherer's notice to Producer that Gatherer is ready, willing, and able to receive the affected volumes or (b) immediately upon the expiration or termination of any contract for alternative services (subject to the immediately preceding sentence), whichever period is longer. Subject to Section XIV of Exhibit A, but any other provision of this Agreement notwithstanding, Producer's right to a temporary release as provided in this Section 2.4 shall be Producer's sole and exclusive remedy in the event of a (i) a Permitted Curtailment or (ii) Gatherer's inability or refusal to accept Excess Quantities.

2.5 Compliance with Applicable Law. Any other provision of this Agreement notwithstanding, in no event will the quantities of Gas that Producer has agreed to deliver to Gatherer or that Gatherer has agreed to receive from Producer under the terms of this Agreement ever exceed the maximum quantities of Gas that can be legally produced under Applicable Law, including any regulations of the RRC or any other Governmental Authority.

ARTICLE III

NOMINATIONS; REDELIVERY; IMBALANCES

3.1 Nominations. The quantities of Producer's Gas available for delivery to Gatherer each Month at the Point(s) of Delivery must be timely and correctly nominated in

writing to Gatherer, and Gatherer's obligations to accept Producer's Gas is subject to timely and correct nominations in accordance with this Agreement. Producer will provide Gatherer with a Monthly nomination by facsimile, email, or other means acceptable to Gatherer with 1) the sum of Producer's Gas available each Day at the Point(s) of Delivery, less LP Gas Lift Point(s) of Redelivery, and 2) Point(s) of Redelivery (excluding the LP Gas Lift Point(s) of Redelivery during such Month. Such written nomination will be due to Gatherer by 9:00 a.m., Central Prevailing Time ("**CPT**"), on the last Business Day before the end of the Month prior to the delivery Month (the "**Nomination Deadline**"). Producer will communicate any nomination change made after the Nomination Deadline to Gatherer in writing by 9:00 a.m., CPT, at least one (1) Business Day before the change will occur. The submission of a nomination (or any nomination change) by Producer does not constitute immediate acceptance thereof by Gatherer and, except as provided below, no nomination (or any nomination change) will be deemed accepted by Gatherer until written notification of acceptance has been provided by Gatherer to Producer.

3.2 Redelivery of Gas Lift. Subject to the other provisions of this Agreement, Producer may nominate and take redelivery of Gas for use as Gas Lift at the LP Gas Lift Point(s) of Redelivery or HP Gas Lift Point(s) of Redelivery up to a maximum Daily quantity that is equal to the then existing MDQ under 2.1(b), in the aggregate across all LP Gas Lift Point(s) of Redelivery and HP Gas Lift Point(s) of Redelivery (such maximum Daily quantity the "**Gas Lift MDQ**"). Notwithstanding the preceding sentence, in no event will the quantity of Gas redelivered any Day at the LP Gas Lift Point(s) of Redelivery and HP Gas Lift Point(s) of Redelivery, in the aggregate, ever exceed the quantity of Gas delivered at the Point(s) of Delivery less the Low Pressure Gathering FL&U and High Pressure Gathering FL&U, together, in the aggregate. Gatherer will redeliver Gas to Producer for Gas Lift at the LP Gas Lift Point(s) of Redelivery or HP Gas Lift Point(s) of Redelivery on an Interruptible basis.

3.3 Redelivery of Residue. Producer will nominate and take all of its Residue in-kind at the Residue Point(s) of Redelivery. Each Month (a) Gatherer shall redeliver the Residue to Producer at the Residue Point(s) of Redelivery during such Month in exchange for the Residue Redelivery Fee described in Section 5.6 and the imbalance cashout fees described in Section 3.4 or Section 3.5, as applicable, (b) during any such Month, Producer may change its daily Residue in-kind nomination (subject to the same nomination procedure described in Section 3.1 and the Nomination Requirement described below) but may not change its Residue Point(s) of Redelivery unless otherwise agreed to by Gatherer in writing, such request will not be denied unless capacity constraints exist and (c) Producer shall pay Gatherer any applicable fees described in Article V and retained fuel described in Article VI of this Agreement. Any Residue take in-kind nomination which includes delivery on any Friday or non-Business Day, if applicable, must (i) also include delivery on the immediately following Business Day, and (ii) be the same quantity on each of such Days (collectively, the "**Nomination Requirement**"). Producer shall make, or cause to be made, all necessary arrangements with other pipelines or entities at or downstream of the applicable Residue Point(s) of Redelivery in order to effectuate Gatherer's delivery of Producer's Residue.

3.4 Negative Residue Imbalances. For any Month that the quantity (in MMBtus) of (a) Producer's actual deliveries of Residue based on Producer's delivery of Gas for such Month is less than (b) Producer's nominated Residue in-kind for such Month, then the quantity calculated by taking the amount of (b) minus the amount of (a) shall constitute a "**Negative Residue Imbalance**". Negative Residue Imbalances shall be cashed out between the Parties by Producer paying to Gatherer an amount that is the product of: (i) the Negative Residue Imbalance (for each imbalance tier), (ii) the GDDHSC Price, and (iii) the cash-out percentage as set forth below:

<u>Imbalance Percentage</u>	<u>Cash-Out Percentage</u>
>0% but \leq 5%	100%
>5% but \leq 10%	105%
>10% but \leq 15%	110%
>15% but \leq 20%	120%
>20%	125%

3.5 Positive Residue Imbalances. For any Month the quantity (in MMBtus) of (a) Producer's actual deliveries of Residue based on Producer's delivery of Gas for such Month is greater than (b) Producer's nominated Residue in-kind for such Month, then the quantity calculated by taking the amount of (a) minus the amount of (b) shall be defined as the "**Positive Residue Imbalance**". The Positive Residue Imbalance shall be cashed out between the Parties by Gatherer paying to Producer an amount that is the product of: (i) the Positive Residue Imbalance (for each imbalance tier), (ii) the GDDHSC Price, and (iii) the cash-out percentage as set forth below:

<u>Imbalance Percentage</u>	<u>Cash-Out Percentage</u>
>0% but \leq 5%	100%
>5% but \leq 10%	95%
>10% but \leq 15%	90%
>15% but \leq 20%	80%
>20%	75%

ARTICLE IV NATURAL GAS LIQUIDS

4.1 Ethane Rejection. Producer will have the Monthly option to elect to reject ethane for the applicable Month, provided that Producer submits to Gatherer written notice of this election no later than five (5) Business Days prior to the start of the Month in which such election will be effective. The corresponding fixed plant recovery factors are described in Section 4.3. In the event Producer fails to timely change its Monthly election with respect to ethane rejection, the prior Month's election will be used for the upcoming production Month and will remain in effect until a new written election is received timely

by Gatherer from Producer. Any election notice pursuant to this Section 4.1 will be by facsimile, email, or other means acceptable to Gatherer.

4.2 Purchase of Natural Gas Liquids. Subject to the other provisions of this Agreement, Producer agrees to sell, and Gatherer agrees to purchase, one hundred percent (100%) of the Natural Gas Liquids recovered by Gatherer under this Agreement. Gatherer will arrange for transportation and fractionation of the Natural Gas Liquids, and Gatherer will pay Producer the “**Natural Gas Liquids Value**” for all Natural Gas Liquids purchased hereunder.

4.3 Recovery Factors. The quantity of Component Products included in the Natural Gas Liquids will be one hundred percent (100%) of the Component Products recovered, as calculated utilizing the fixed plant recovery factors set forth in Table 1 below (the “**Fixed Recoveries**”) if Producer has not elected to reject ethane (as allowed pursuant to Section 4.1) or the fixed plant recovery factors set forth in Table 2 below (the “**Fixed Ethane Rejection Recoveries**”) if Producer elects to reject ethane pursuant to Section 4.1, together referred to as (the “**Recovery Factors**”) by the theoretical gallons of Component Products included in Producer’s Processing Plant Inlet Gas, determined in accordance with Section VI of Exhibit A:

Table 1 - Fixed Recoveries:

Symbol	Plant Product	% Recovery
C ₂	Ethane	78%
C ₃	Propane	94%
iC ₄	Isobutane	97%
nC ₄	Normal Butane	97%
C ₅ +	Pentanes Plus	97%

Table 2 - Fixed Ethane Rejection Recoveries:

Symbol	Plant Product	% Recovery
C ₂	Ethane	50%
C ₃	Propane	92%
iC ₄	Isobutane	97%
nC ₄	Normal Butane	97%
C ₅ +	Pentanes Plus	97%

4.4 Shrinkage. Producer shall bear one hundred percent (100%) of the Plant Shrinkage attributable to processing Producer’s Processing Plant Inlet Gas.

ARTICLE V FEES

Subject to the other provisions of this Agreement, and in addition to the purchase of Natural Gas Liquids pursuant to Article IV, Gatherer shall perform the Services for all Gas accepted by Gatherer at the Point(s) of Delivery in exchange for the following fees:

5.1 Gathering Fee. Producer will pay Gatherer a gathering fee equal to twenty cents (\$0.20) per Mcf for all quantities of Gas measured and accepted by Gatherer at the Point(s) of Delivery less the LP Gas Lift Point(s) of Redelivery (the “**Gathering Fee**”).

5.2 Sour Gas Treating Fee. Producer will pay Gatherer a sour gas treating fee equal to twenty-two cents (\$0.22) per Mcf for all quantities of Gas measured and accepted by Gatherer at the Point(s) of Delivery less the sum of the LP Gas Lift Point(s) of Redelivery (the “**Sour Gas Treating Fee**”).

5.3 Compression Fee. Producer will pay Gatherer a compression fee equal to sixteen cents (\$0.16) per Mcf for all quantities of Gas measured and accepted by Gatherer at the Low Pressure Point(s) of Delivery less the LP Gas Lift Point(s) of Redelivery (the “**Compression Fee**”).

5.4 Gas Lift Fee. Producer will pay Gatherer a gas lift and gas lift redelivery fee equal to twenty-seven cents (\$0.27) per Mcf for all quantities of Gas measured and redelivered by Gatherer to Producer at the LP Gas Lift Point(s) of Redelivery, and the HP Gas Lift Point(s) of Redelivery (the “**Gas Lift Fee**”).

5.5 Rich Gas Transportation and Processing Fee. Producer will pay Gatherer a Rich Gas System transportation and processing fee equal to twenty-five cents (\$0.25) per MMBtu for all quantities of Processing Plant Inlet Gas attributable to Producer’s Gas (the “**Rich Gas Transportation and Processing Fee**”).

5.6 Residue Redelivery Fee. Producer will pay Gatherer a fee equal to five cents (\$0.05) per MMBtu for all quantities of Residue redelivered to Producer at the Residue Point(s) of Redelivery (the “**Residue Redelivery Fee**”).

5.7 NGL T&F Fee. Gatherer shall assess a fee for transportation and fractionation of Natural Gas Liquids and fractionation fuel, which will be used in determining the Natural Gas Liquids Value (the “**NGL T&F Fee**”). The NGL T&F Fee shall be calculated by using the following formula:

NGL T&F Fee = the sum of: (a) \$0.085 per gallon (the “**TF&M Fee**”) plus (b) the Fractionation Fuel Fee. The “**Fractionation Fuel Fee**” (in \$/gallon) means the product of (a) 0.003 and (b) the sum of (i) the IFHSC Price and (ii) \$0.10/MMBtu.

5.8 Administrative Fee. If Producer’s delivery capacity or actual deliveries on a Daily basis for any Month during the term of this Agreement for each Point of Delivery average less than one hundred (100) Mcf per Day for any reason (other than Force Majeure or Gatherer’s failure to accept and receive deliveries from Producer), Gatherer will have

the right to charge Producer a \$350.00 fee for such Month for administration, maintenance and meter servicing, (the “Admin Fee”).

5.9 Fee Escalation. All fees set forth in this Article V, except for the Administrative Fee, will be escalated using the CPI-U Annual Percent Change Average effective January 1 of each calendar year, commencing January 1, 2022. For years in which the CPI-U Annual Percent Change Average is negative, negative escalations shall be made. However, for clarity, in no event shall any escalation pursuant to this Section 5.9 ever serve to reduce a fee below the base fees established in the beginning year of this agreement.

ARTICLE VI

POINT(S) OF DELIVERY; POINT(S) OF REDELIVERY; RETAINED FUEL

6.1 Points of Delivery. The “*Point(s) of Delivery*” for all Gas delivered by Producer to Gatherer hereunder will be at the inlet flange of Gatherer’s or its designee’s meter station(s) located at mutually agreeable point(s) of interconnection between Producer’s or its designee’s facilities and Gatherer’s or its designee’s facilities as described in Exhibit C.

6.2 New Points of Delivery. If at any time during the Term Producer determines it is necessary to establish a new Point(s) of Delivery in order to deliver Dedicated Gas from any new Dedicated Wells drilled or acquired by Producer or its Affiliates, Producer will give Gatherer written notice of the proposed new Point(s) of Delivery (each such notice, a “*Connection Notice*”), which shall include (i) the identity of the Dedicated Wells to be served by such new Point(s) of Delivery and the anticipated spud date(s), (ii) the Production Data for such Dedicated Wells, and (iii) the proposed location of interconnection between Producer’s or its designee’s facilities and Gatherer’s or its designee’s facilities. Producer will use reasonable efforts to deliver a Connection Notice to Gatherer at least ninety (90) days prior to the anticipated spud date of the first Dedicated Well to be served by the proposed new Point(s) of Delivery. Gatherer shall design, construct, install, own, and operate the facilities necessary to establish the proposed Point(s) of Delivery connected to the Sour Gas System, and, once established, the Parties shall promptly amend Exhibit C to include such new Point(s) of Delivery. Producer shall reimburse Gatherer, at its sole cost and expense, 100% of cost for Gatherer to design, construct, install, own, and operate the new Point(s) of Delivery.

6.3 Low Pressure Gathering FL&U. Gatherer will retain five and one half percent (5.5%) of Producer’s Gas (in Mcf) measured and received by Gatherer at the Low Pressure Point(s) of Delivery less the LP Gas Lift Point(s) of Redelivery for sour gas system gathering fuel, loss, and unaccounted for Gas (the “*Low Pressure Gathering FL&U*”).

6.4 High Pressure Gathering FL&U. Gatherer will retain three percent (3.0%) of Producer’s Gas (in Mcf) measured and received by Gatherer at the High Pressure Point(s) of Delivery for sour gas system gathering fuel, loss, and unaccounted for Gas (the “*High Pressure Gathering FL&U*”).

6.5 Processing Fuel. Gatherer will retain four and three quarters percent (4.75%) of Producer's Processing Plant Inlet Gas (in MMBtu) for processing fuel (the "**Processing Fuel**").

6.6 Point(s) of Redelivery. The "**Point(s) of Redelivery**" for all Gas delivered by Gatherer to Producer hereunder will be at the point(s) of redelivery as described in Exhibit D. Such point(s) of redelivery by Gatherer to Producer, as of the Effective Date, include the Residue Point(s) of Redelivery, the LP Gas Lift Point(s) of Redelivery, the HP Gas Lift Point(s) of Redelivery.

ARTICLE VII TERM

7.1 Term. This Agreement will begin as of 9:00 a.m., CPT, on the Effective Date and will remain in full force and effect until 9:00 a.m., CPT, on December 1, 2025 (the "**Primary Term**"), and, unless earlier terminated in accordance with this Agreement, will continue Year to Year thereafter, until terminated by either Party upon at least sixty (60) days prior written notice to the other Party, which termination will be effective at the end of the Primary Term or as of the end of any Contract Year thereafter, as the case may be (the Primary Term and any extension thereof pursuant to this Section 7.1 are referred to herein collectively as the "**Term**").

7.2 Survival. Any termination of this Agreement shall not extinguish any obligations incurred prior to the effective date of termination, including payment for any Services rendered or payment for Natural Gas Liquids purchased hereunder. In addition, all provisions of this Agreement that should reasonably be interpreted as surviving termination of this Agreement will survive for as long as is necessary to give effect to those provisions (but not to exceed any applicable statute of limitations), including Section 2.5, Section 3.4, Section 3.5, Section 7.2, Article IX, and Article X, Article XI of this Agreement and Section I, Section II(a), Section V, Section VIII, Section IX, Section X, Section XI, Section XIII, Section XVI, Section XVII, and Section XXI of Exhibit A; *provided* that the Parties' obligations with respect to Confidential Information shall survive for the period set forth in Section XVIII(b) of Exhibit A.

ARTICLE VIII NOTICES

8.1 Notices. Any notice, request, demand, statement, payment, or bill provided for in this Agreement, or any notice which a Party may desire to give to the other, will be in writing and delivered by a method set forth in this Section 8.1, and will be considered as duly given (a) if delivered by hand, courier, or overnight delivery service, upon delivery or refusal as confirmed by such Person making delivery, (b) if by certified or registered mail, return receipt requested, upon delivery or refusal as evidenced by the return receipt, (c) if by facsimile, upon the sender's receipt of confirmation of delivery, and (d) if by electronic mail, upon the sender's receipt of an acknowledgment from the intended addressee (such as the "read receipt requested" or "delivery receipt" function, as available,

return email, or other written acknowledgement), in each case, to the applicable addressee set forth below:

GATHERER: Notices & Southcross Marketing Company Ltd.
 Correspondence: 2103 City West Blvd, Suite 900
 Houston, TX 77042
 Attn: Contract Administration
 Telephone: (713) 580-0265
 Facsimile: (713) 960-0828
 Email: contracts@southcrossenergy.com

Billing: Southcross Marketing Company Ltd.
 2103 City West Blvd, Suite 900
 Houston, TX 77042
 Attn: Gas Accounting
 Telephone: (713) 580-0265
 Facsimile: (713) 960-0828
 Email: accounting@southcrossenergy.com

Payments: Account: Southcross Energy GP LLC
 Bank: JP Morgan Chase Bank, N.A.
 ABA (Wire): 021000021
 ABA (ACH): 111000614
 Acct. No.: 536221762

PRODUCER: Notices & Crimson Energy Partners IV, LLC
 Correspondence: 420 Commerce Street, Suite 200
 Fort Worth, Texas 76102
 Attn: Kyle Murdock
 Telephone: (817) 820-0600
 Facsimile: (817) 820-0601
 Email: kmurdock@crimsonenergy.com

WITH A COPY TO:
Upstream Energy Services LLC
8 Greenway Plaza, Suite 1440
Houston, TX 77046
Attn: Contract Administration
Telephone: (281) 277-4200
Facsimile: (281) 277-4203
Email: emroski@upstreamenergy.com

Payments by ACH: Bank: PlainsCapital Bank
 5010 University Avenue
 Lubbock, TX 79413
 ABA No: 111322994
 Acct. No.: 36000164148
 FAO: Crimson Energy Partners IV, LLC

8.2 Changes. Either Party may change the contact or payment information provided in Section 8.1 by written notice to the other Party, in accordance with the provisions of Section 8.1.

ARTICLE IX EXECUTION REPRESENTATIONS AND WARRANTIES

9.1 Representations and Warranties with regard to Execution. Each Party represents and warrants to the other Party that as of the Effective Date:

(a) Such Party is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization or incorporation, is duly licensed or qualified in each jurisdiction necessary for it to enter into and perform its obligations under this Agreement, and has all requisite legal power and authority to execute this Agreement and carry out the terms, conditions, and provisions hereof;

(b) There are no actions, suits, or proceedings pending or, to such Party's knowledge, threatened against or affecting such Party with or before any Governmental Authority that might materially adversely affect the ability of such Party to meet and carry out its obligations under this Agreement;

(c) Such Party has taken all corporate or other necessary action to authorize the execution and delivery of this Agreement;

(d) The execution, delivery, and performance of this Agreement by such Party will not (i) contravene or violate any of its charter or organizational documents, or any Applicable Law or (ii) result in a default under, permit the acceleration of any obligation under, or require the consent or approval of any Person that is a counterparty to, any contract, license, or other agreement or instrument to which such Party is a party or by which any of its assets are bound or affected; and

(e) Such Party has not employed any broker, finder, or agent with respect to the transactions contemplated by this Agreement nor knows of any other basis on which any other Person could claim any broker's, finder's, agent's, or similar fee with respect thereto from such Party.

9.2 Indemnity. Each Party shall release, defend, indemnify, and hold harmless the other Party and its respective Affiliates from and against all Claims and Losses arising out of or related to any actual or alleged breach of the representations and warranties made by such Party in Section 9.1 of this Agreement.

ARTICLE X EXHIBITS

10.1 Incorporation. The following exhibits, as the same may be amended from time to time by written agreement of the Parties, are attached to and made a part of this Agreement.

Exhibit A	General Terms and Conditions
Exhibit B	Memorandum
Exhibit C	Description of Point(s) of Delivery
Exhibit D	Description of Point(s) of Redelivery
Exhibit E	Dedicated Area
Exhibit F	Form of Operator Signature Page


10.2 Conflicts. In the event of an express and irreconcilable conflict between the terms of any exhibit and the terms of Articles I through IX of this Agreement, Articles I through IX of this Agreement will control.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the Effective Date.

PRODUCER:

CRIMSON ENERGY PARTNERS IV, LLC

By: 
Name: Kyle Mordak
Title: VP Treasury & Finance
Date: 10 / 30 /2020

GATHERER:

SOUTHCROSS MARKETING COMPANY LTD.

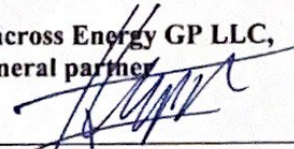
By: **Southcross Energy GP LLC,**
its general partner 
By: _____
Name: John Happ
Title: SVP, Chief Commercial Officer
Date: Nov 3 /2020

EXHIBIT A

GENERAL TERMS AND CONDITIONS

Section I Definitions

The following capitalized terms, when used in this Agreement and in all exhibits and attachments hereto, will have the following meanings:

“Adequate Assurance of Performance” shall have the meaning provided in Section XIX(a) of this Exhibit A.

“Admin Fee” shall have the meaning provided in Section 5.8 of this Agreement.

“Affiliate” shall mean, in relation to any Person, any Person controlled, directly or indirectly, by the Person, any Person that controls, directly or indirectly, the Person or any Person directly or indirectly under common control with the Person. For this purpose, “control” of any Person means ownership of fifty percent (50%) or more of the voting power of the Person, or the power to direct or cause the direction of the management or policies of a Person, whether through ownership, by contract or otherwise.

“Applicable Law” shall mean, with respect to any Person, all applicable laws, statutes, codes, acts, treaties, ordinances, orders, judgments, writs, decrees, injunctions, rules, regulations, governmental approvals, licenses, permits, directives, and requirements, in each case, of all Governmental Authorities and as the same may be in effect at any time and from time to time.

“Btu” shall mean the amount of heat required to raise the temperature of one avoirdupois pound of pure water from fifty-eight and one-half degrees Fahrenheit (58.5°F) to fifty-nine and one-half degrees Fahrenheit (59.5°F) at a constant pressure of fourteen and sixty-five hundredths pounds per square inch absolute (14.65 psia).

“Change in Law” shall mean the occurrence after the Effective Date of (a) the adoption, effectiveness, promulgation, or repeal of any Applicable Law, (b) any change in any Applicable Law or in the administration, interpretation, implementation, or application of any Applicable Law, and (c) the non-approval or non-renewal of any approval of any Governmental Authority, or the renewal of the same on terms more onerous for Gatherer than originally issued.

“Claims and Losses” shall mean any and all claims, losses, damages, fines, penalties, demands, suits, actions, causes of action, investigations, obligations, liabilities, liens, expenses, and costs (including court costs, reasonable attorneys’ fees, and all other costs and expenses of litigation or arbitration).

“Component Products” shall mean, collectively, ethane (C₂), propane (C₃), iso-Butane (iC₄), normal butane (nC₄), and pentanes plus (C₅+); each such product constituting a ***“Component Product”***.

“Component Value” shall mean the combined value of the Component Products included in the Natural Gas Liquids, determined by multiplying the volume of each Component Product

recovered (in gallons) by a price in dollars per gallon equal to (a) for ethane, the average of the Daily midpoint spot prices for purity ethane at Mont Belvieu, Texas for any “Current Month” as published by the Oil Price Information Service (“**OPIS**”) and (b) for all other Component Products, the average of the daily midpoint non-TET spot prices for such Component Product at Mont Belvieu, Texas for any “Current Month” as published by OPIS.

“**Compression Fee**” shall have the meaning provided in Section 5.3 of this Agreement.

“**Confidential Information**” shall have the meaning provided in Section XVIII of this Exhibit A.

“**Connection Notice**” shall have the meaning provided in Section 6.2 of this Agreement.

“**Contract Year**” shall mean a Year commencing on the Effective Date or any anniversary of the Effective Date.

“**CPI-U Annual Percent Change Average**” shall mean the annual percentage change in the Consumer Price Index for All Urban Consumers.

“**CPT**” shall have the meaning provided in Section 3.1 of this Agreement.

“**Cubic Foot**” shall mean a volume of Gas occupying a space of one (1) cubic foot at a temperature of sixty degrees Fahrenheit (60°F) and at a pressure of fourteen and sixty-five hundredths pounds per square inch absolute (14.65 psia).

“**Day**” or “**Daily**” shall mean the twenty-four (24) hour period beginning at 9:00 a.m., CPT, on one calendar day and ending at 9:00 a.m., CPT, on the following calendar day; *provided, however*, that the term “**Business Day**” shall mean any Day that is a Monday, Tuesday, Wednesday, Thursday or Friday, except when such Day is a bank holiday for banks located in Houston, Texas.

“**Dedicated Area**” means all lands in the area described in Exhibit E, located in Frio, Atascosa, and La Salle Counties, Texas.

“**Dedicated Gas**” shall have the meaning provided in Section 1.1 of this Agreement.

“**Dedicated Interests**” shall have the meaning provided in Section 1.1 of this Agreement.

“**Dedicated Wells**” shall mean any well located upon or within the Dedicated Area or lands pooled, communitized, or unitized therewith, in which Producer or its Affiliates has an Interest.

“**Dedication**” shall have the meaning provided in Section 1.1 of this Agreement.

“**Defaulting Party**” shall have the meaning provided in Section XIII(a) of this Exhibit A.

“**Dispute**” shall have the meaning provided in Section XVII(a) of this Exhibit A.

“**Effective Date**” shall have the meaning provided in the preamble of this Agreement.

“Excess Quantities” shall have the meaning provided in Section 2.1(c) of this Agreement.

“Fixed Ethane Rejection Recoveries” shall have the meaning provided in Section 4.3 of this Agreement.

“Fixed Recoveries” shall have the meaning provided in Section 4.3 of this Agreement.

“Force Majeure” shall have the meaning provided in Section XII(b) of this Exhibit A.

“Fractionation Fuel Fee” shall have the meaning provided in Section 5.7 of this Agreement.

“Gas” shall mean natural gas or any mixture of hydrocarbon gases or of hydrocarbon gases and non-combustible gases.

“Gas Lift” shall mean Gas used by Producer in gas lift or other operations for Dedicated Wells.

“Gas Lift Fee” shall have the meaning provided in Section 5.4 of this Agreement.

“Gas Lift MDQ” shall have the meaning provided in Section 3.2 of this Agreement.

“Gatherer Group” shall mean (a) Gatherer, (b) Gatherer’s Affiliates, and (c) Gatherer and its Affiliates’ respective directors, managers, officers, partners, members, shareholders, owners, designee’s, employees, servants, independent contractors, agents, and invitees.

“Gathering Fee” shall have the meaning provided in Section 5.1 of this Agreement.

“Gathering FL&U” shall have the meaning provided in Section 6.3 of this Agreement.

“GDDHSC Price” shall mean the “Midpoint” price (in \$/MMBtu) quoted under the heading “East Texas” for the “Houston Ship Channel” as reported in the “Daily Price Survey” of *Platts Gas Daily* for the applicable “Flow date” corresponding with the Day deliveries are made hereunder, and averaged for the relevant Month.

“Governmental Authority” shall mean any governmental, administrative, or regulatory entity (including the New York Stock Exchange and any applicable stock exchange on which a Party’s or its Affiliate’s securities are listed or traded), authority, commission, board, agency, instrumentality, bureau or political subdivision, and any court, tribunal, or judicial or arbitral body (whether national, federal, state or local or, in the case of an arbitral body, whether governmental, public or private), in each case, with applicable jurisdiction.

“GPM” shall have the meaning provided in Section VI(a) of this Exhibit A.

“Gross Heating Value” shall mean the number of Btus produced by the complete combustion, at constant pressure, of the amount of Gas which would occupy a volume of one (1) Cubic Foot at a temperature of sixty degrees Fahrenheit (60°F) when saturated with water vapor

and at a pressure equivalent to fourteen and sixty-five hundredths pounds per square inch absolute (14.65 psia), under standard gravitational force (acceleration 980.665 centimeters per second per second), with air of the same temperature and pressure as the Gas when the products of combustion are cooled to the initial temperature of the Gas and air and when the water formed by combustion is condensed to the liquid state. The Gross Heating Value so determined shall be corrected from the conditions of testing to that of the actual condition of the Gas delivered, expressed in Btu per Cubic Foot and reported at a pressure base of fourteen and sixty-five hundredths pounds per square inch absolute (14.65 psia); *provided, however*, if the water vapor content of the Gas delivered is seven (7) pounds or less per one million (1,000,000) Cubic Feet, the Gas shall be assumed to be dry.

“High Pressure Gathering FL&U” shall have the meaning provided in Section 6.4 of this Agreement.

“HP Gas Lift Point(s) of Redelivery” shall mean the HP Gas Lift Point(s) of Redelivery set forth on Exhibit D.

“IFHSC Price” shall mean the “Index” price quoted under the heading “East Texas” for “Houston Ship Channel” as reported in the first publication each Month in the “Monthly Bidweek Spot Gas Prices (\$/MMBtu)” of Platts INSIDE FERC’s GAS MARKET REPORT.

“Index” shall have the meaning provided in Section XXI(h) of this Exhibit A.

“Interest” shall mean any right, title, or interest in lands, leases, other property rights, and/or wells providing the right to produce, sever, and transport or deliver Gas therefrom, whether arising from fee ownership, working interest ownership, mineral ownership, leasehold ownership, farm-out, joint operating agreement, or from any pooling, unitization, or communitization of any of the foregoing rights, titles, or interests.

“Interruptible” shall mean that Gatherer, in its sole and unfettered discretion, shall have the right to suspend or curtail the receipt or delivery of Gas, without liability, for any reason or no reason.

“Low Pressure Gathering FL&U” shall have the meaning provided in Section 6.3 of this Agreement.

“LP Gas Lift Point(s) of Redelivery” shall mean the LP Gas Lift Point(s) of Redelivery set forth on Exhibit D.

“Mcf” shall mean one thousand (1,000) Cubic Feet.

“MDQ” shall have the meaning provided in Section 2.1(b) of this Agreement.

“MMBtu” shall mean one million (1,000,000) Btu.

“Month” or ***“Monthly”*** shall mean the period beginning at 9:00 a.m., CPT, on the first Day of a calendar month and ending at 9:00 a.m., CPT, on the first Day of the succeeding calendar month.

Natural Gas Liquids” shall mean the liquids attributable to Producer’s Processing Plant Inlet Gas, including ethane, propane, iso-butane, normal butane, and pentanes plus.

“Natural Gas Liquids Value” shall mean the Component Value minus the NGL T&F Fee.

“Negative Residue Imbalance” shall have the meaning provided in Section 3.4 of this Agreement.

“NGL T&F Fee” shall have the meaning provided in Section 5.7 of this Agreement.

“Nomination Deadline” shall have the meaning provided in Section 3.1 of this Agreement.

“Nomination Requirement” shall have the meaning provided in Section 3.3 of this Agreement.

“Non-Conforming Gas” shall have the meaning provided in Section V(b) of this Exhibit A.

“Non-Defaulting Party” shall have the meaning provided in Section XIII(a) of this Exhibit A.

“Permitted Curtailment” shall mean Gatherer’s curtailment or interruption of receipt or delivery of Producer’s Gas or performance of the Services from time to time as may be necessary due to (a) inspections, maintenance, or repair of Gatherer’s or its designee’s facilities, (b) safe operation of Gatherer’s or its designee’s facilities, (c) events of Force Majeure, (d) Uneconomic Conditions, (e) the inability or refusal of downstream transporter(s) to accept Residue or Natural Gas Liquids, or (f) order of Governmental Authority.

“Person” shall mean any natural person, corporation, company, partnership, limited liability company, joint venture, trust, organization, association, sole proprietorship, or other juridical person.

“Plant Shrinkage” shall mean the quantity by which the Processing Plant Inlet Gas in MMBtu allocated to Producer hereunder is reduced due to the processing and recovery of Natural Gas Liquids from same, as calculated pursuant to Section VI(e) of this Exhibit A.

“Point(s) of Delivery” shall have the meaning provided in Section 6.1 of this Agreement.

“Point(s) of Redelivery” shall have the meaning provided in Section 6.5 of this Agreement.

“Positive Residue Imbalance” shall have the meaning provided in Section 3.5 of this Agreement.

“PPM” shall have the meaning provided in Section V(a)(1) of this Exhibit A.

“Primary Term” shall have the meaning provided in Section 7.1 of this Agreement.

“Prior Dedication” shall mean (a) as to any Interests of Producer or its Affiliates within the Dedicated Area as of the Effective Date, all existing and unreleased dedications for Gas gathering, treating, compression, processing, transportation, redelivery, liquids fractionation, or natural gas liquids purchase burdening such Interests as of the Effective Date, all of which, subject to Section 1.6, and (b) as to any Interests acquired by Producer or its Affiliates within the Dedicated Area after the Effective Date, all unreleased dedications for Gas gathering, treating, compression, processing, transportation, redelivery, liquids fractionation, or natural gas liquids purchase burdening such Interests which are existing as of the time of any such acquisition; *provided, however*, that in the case of both (a) and (b), such dedication shall only be considered a Prior Dedication to the extent that the services committed thereunder conflict with the Services and preclude Producer from delivering Gas hereunder.

“Processing Fuel” shall have the meaning provided in Section 6.4 of this Agreement.

“Processing Plant Inlet Gas” shall mean the quantity of Gas allocated to Producer into the Rich Gas System from the Point(s) of Delivery which is delivered to the processing plant, and is utilized to calculate Producer’s Residue and Natural Gas Liquids using the Recovery Factors. Producer’s allocated Processing Plant Inlet Gas (in Mcf or MMBtu, as the case may be) is determined by taking (a) the volume delivered to each of the Point(s) of Delivery, minus (b) the sum of (i) the LP Gas Lift Point(s) of Redelivery, (ii) the HP Gas Lift Point(s) of Redelivery, (iii) the Low Pressure Gathering FL&U, and (iv) the High Pressure Gathering FL&U.

“Producer’s Reservations” shall have the meaning provided in Section 1.2 of this Agreement.

“Production Data” shall mean with respect to each well identified in a Connection Notice, (a) the location of the well, (b) production forecasts for the proposed Point of Delivery, (c) the Interests on which such well will be located, and (d) the anticipated drilling schedule and development plan for such well, including anticipated spud date and first flow.

“Prospective Purchasers” shall have the meaning provided in Section XVIII(a) of this Exhibit A.

“Quality Specifications” shall have the meaning provided in Section V(a) of this Exhibit A.

“Recovery Factors” shall have the meaning provided in Section 4.3 of this Agreement.

“Representatives” shall have the meaning provided in Section XVIII(a) of this Exhibit A.

“Residue” shall mean the volume of Gas in MMBtu that is equal to Producer’s Processing Plant Inlet Gas less Processing Fuel and Plant Shrinkage.

“Residue Point(s) of Redelivery” shall mean the Residue Point(s) of Redelivery set forth on Exhibit D.

“Residue Redelivery Fee” shall have the meaning provided in Section 5.6 of this Agreement.

“Rich Gas System” shall mean Gatherer’s or its designee’s rich gas gathering pipeline system downstream of the Treating Facility located in, but not limited to, Bee, Dimmit, La Salle, Live Oak, McMullen, Webb Counties, Texas.

“Rich Gas Transportation and Processing Fee” shall have the meaning provided in Section 5.5 of this Agreement.

“RRC” shall mean the Railroad Commission of Texas or any successor agency.

“Services” shall mean the gathering, treating, compression, processing, transportation, redelivery, liquids fractionation, Natural Gas Liquids purchase, and other services provided by Gatherer under this Agreement.

“Sour Gas System” shall mean Gatherer’s or its designee’s sour gas gathering and treating pipeline system upstream of the Treating Facility located in, but not limited to, Atascosa, Dimmit, Frio, La Salle, and Zavala Counties, Texas.

“Sour Gas Treating Fee” shall have the meaning provided in Section 5.2 of this Agreement.

“Term” shall have the meaning provided in Section 7.1 of this Agreement.

“TF&M Fee” shall have the meaning provided in Section 5.7 of this Agreement.

“Three (3) Month Average” shall have the meaning provided in Section 2.2 of this Agreement.

“Transfer” shall mean any transfer of an interest or asset whether by assignment, sale, operation of law, or otherwise (including by merger, consolidation, or business combination), and **“Transferee”** shall mean the recipient of a Transfer.

“Treating Facility” shall mean that certain treating facility owned by Gatherer or its designee.

“Uneconomic Condition” shall have the meaning provided in Section XIV of Exhibit A.

“Year” shall mean a period of three hundred sixty-five (365) consecutive Days, *provided* that any calendar year containing the date of February 29 will consist of three hundred sixty-six (366) consecutive Days.

Section II Transportation

- (a) Subject to the other provisions of this Agreement, including Section V of this Exhibit A, Gatherer will be responsible for making, and paying for, any and all arrangements for the transportation of Gas after its acceptance at the Point(s) of Delivery and until redelivery

to Producer at the Point(s) of Redelivery, and Producer will be responsible for making, and paying for, any and all arrangements for the transportation of Gas prior to Gatherer's acceptance of the Gas at the Point(s) of Delivery and after redelivery to Producer at the Point(s) of Redelivery.

- (b) Each Party will be obligated to notify the other Party promptly in the event its available delivery quantities increase or decrease from that quantity specified in Article III of the Agreement, and each Party will be responsible for promptly notifying its respective transporting pipeline of such increase or decrease.

Section III Measuring Equipment and Testing

- (a) Unless otherwise mutually agreed to in writing by the Parties, Gatherer or its designee will maintain and operate at its own expense the measuring station(s) at the Point(s) of Delivery through which the quantity of Gas delivered hereunder will be measured. Producer may install, maintain, and operate, at its own expense, such check measuring equipment as desired; *provided*, that such equipment will be installed so as not to interfere with the operation of Gatherer's or its designee's measuring equipment.
- (b) The measuring equipment will be constructed, installed, and operated in accordance with the following, depending on the type of meters used:
 - (1) Orifice Meters - in accordance with ANSI/API 14.3.2 (American Gas Association Report No. 3), Orifice Metering of Natural Gas and Other Hydrocarbon Fluids, Second Edition, dated September 1985, and any subsequent amendments, revisions, or modifications thereto, and will include the use of flange connections. Should gas pulsation problems occur upstream of the delivery meter, Producer will take whatever steps may be necessary to mitigate such pulsation upstream of the delivery meter.
 - (2) Positive Meters - in accordance with the American Gas Association Measurement Committee Report No. 6 (American Gas Association Report No. 6) dated January 1971, and any subsequent amendments, revisions, or modifications thereto.
 - (3) Turbine Meters - in accordance with the American Gas Association Measurement Committee Report No. 7 (American Gas Association Report No. 7), First Revision, dated November 1984, and any subsequent amendments, revisions, or modifications thereto.
 - (4) Electronic Transducers and Flow Computers (solar and otherwise) - in accordance with the applicable American Gas Association standards, including American Gas Association Measurement Committee Report Nos. 3, 5, 6 and 7 and any subsequent amendments, revisions, or modifications thereto.
 - (5) Ultrasonic Meters - in accordance with the American Gas Association Measurement Committee Report No. 9 (American Gas Association Report No. 9),

dated June 1998, and any subsequent amendments, revisions, or modifications thereto.

Notwithstanding anything contained in this Section III(b) to the contrary, Gatherer or its designee will not be required to replace or make any alterations to its measuring equipment as a result of any subsequent amendments, revisions, or modifications of the American Gas Association Reports cited in subsections (1)-(5) of this Section III(b), unless the Parties mutually agree to such replacement or alteration in writing.

- (c) Gatherer will give reasonable notice to Producer in order that Producer may have a representative present to observe any cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting of the measuring equipment at the Point(s) of Delivery. The official charts (recordings) from the measuring equipment will remain the property of Gatherer or its designee. Upon request, Gatherer or its designee will submit its records and charts (or copies thereof), together with calculations therefrom, to Producer for inspection and verification, subject to return to Gatherer or its designee within ten (10) Days after receipt thereof.
- (d) The accuracy of measuring equipment will be verified by Gatherer or its designee at reasonable intervals and, if requested, in the presence of a representative of Producer. The following intervals shall be considered *per se* reasonable:
 - (1) Monthly if average volume is greater than or equal to 5,000 Mcf/Day;
 - (2) quarterly if average volume is greater than 500 Mcf/Day and less than 5,000 Mcf/Day;
 - (3) semiannually if average volume is 500 Mcf/Day or less; or
 - (4) as frequently as deemed necessary by the operator of such measuring equipment, but not more than once each Month.

If, upon any test, the measuring equipment is found to be inaccurate by two percent (2%) or less in the aggregate, previous readings of such equipment will be considered correct in computing the deliveries of Gas hereunder, but such equipment will immediately be adjusted to record accurately. If, upon any test, the measuring equipment is found to be inaccurate by more than two percent (2%) in the aggregate of the average flow rate since the last test, then any previous recordings of such equipment will be corrected to zero (0) error for any period which is known definitely or agreed upon, utilizing the procedure set forth in subsection (e) of this Section III. If such period is not known or agreed upon, such correction will be made for a period covering one-half (1/2) of the time elapsed since the date of the latest test, but not to exceed sixteen (16) Days when the equipment is tested every Month and not to exceed forty-five (45) Days when the equipment is tested every three (3) Months. In the event Producer desires a special test of any measuring equipment, at least seventy-two (72) hours advance written notice will be given to Gatherer or its designee by Producer, and both Parties will cooperate to secure a prompt test of the accuracy of such equipment. If the measuring equipment so tested is found to be inaccurate by two percent (2%) or less in the aggregate, Gatherer or its designee will

have the right to invoice Producer for the costs incurred due to such special test, including any labor and transportation costs, and Producer will pay such costs within ten (10) Days following the receipt of the invoice therefor.

- (e) If, for any reason, any measurement equipment is out of adjustment, out of service, or out of repair, and the total calculated hourly flow rate through each meter run is found to be in error by an amount of the magnitude described in subsection (d) of this Section III, the total quantity of Gas delivered will be re-determined in accordance with the first of the following methods which is feasible:
- (1) By using the registration of any check meter(s), if installed and accurately registering (subject to testing as described in subsection (d) of this Section III); or
 - (2) Where parallel multiple meter runs exist, by calculation using the registration of such parallel meter runs; *provided* that they are measuring Gas from upstream headers in common with the faulty metering equipment, are not controlled by separate regulators, and are accurately registering; or
 - (3) By correcting the error by rereading of the official charts, or by straightforward application of a correcting factor to the quantities recorded for the period (if the net percentage of error is ascertainable by calibration, tests, or mathematical calculation); or
 - (4) By estimating the quantity, based upon deliveries made during periods of similar conditions when the meter was registering accurately.
- (f) Gatherer or its designee will retain and preserve for a period of at least two (2) Years all test data, charts, and other similar records.

Section IV Measurement Specifications

The measurements of the quantity and quality of all Gas delivered at the Point(s) of Delivery will be conducted in accordance with the following:

- (a) The unit of volume for measurement will be one (1) Cubic Foot. Such measured volumes, converted to Mcf, will be multiplied by their Gross Heating Value per Cubic Foot and divided by 1,000 to determine MMBtu delivered hereunder.
- (b) Subject to Section III(b) of this Exhibit A, computations for Gas measurement will be made in accordance with the following depending on the type of meters used:
 - (1) Orifice Meters - ANSI/API 14.3.2 (American Gas Association Report No. 3), *Orifice Metering of Natural Gas and Other Hydrocarbon Fluids*, Second Edition, dated September 1985, and any subsequent amendments, revisions, or modifications thereto, and will include the use of flange connections. Should gas pulsation problems occur upstream of the delivery meter, Producer will take whatever steps may be necessary to mitigate such pulsation upstream of the delivery meter.

- (2) Positive Meters - American Gas Association Measurement Committee Report No. 6 (American Gas Association Report No. 6), dated January 1971, and any subsequent amendments, revisions, or modifications thereto.
 - (3) Turbine Meters - American Gas Association Measurement Committee Report No. 7 (American Gas Association Report No. 7), First Revision, dated November 1984, and any subsequent amendments, revisions, or modifications thereto.
 - (4) Electronic Transducers and Flow Computers (solar or otherwise) - American Gas Association Measurement Committee Report Nos. 3, 5, 6 and 7 and any subsequent amendments, revisions, or modifications thereto.
 - (5) Ultrasonic Meters – American Gas Association Measurement Committee Report No. 9 (American Gas Association Report No. 9), dated June 1998, and any subsequent amendments, revisions, or modifications thereto.
- (c) The temperature of the Gas will be determined by a recording thermometer installed so that it may record the temperature of the Gas flowing through the meters, or such other means of recording temperature as may be mutually agreed upon by the Parties in writing. The average of the record to the nearest one degree Fahrenheit (1°F), obtained while Gas is being delivered, will be the applicable flowing Gas temperature for the period under consideration.
- (d) The specific gravity of the Gas will be determined by a recording gravitometer or chromatographic device installed and located at a suitable point to record representative specific gravity of the Gas being metered or, at Gatherer's or its designee's option, by spot samples or continuous sampling using standard type gravity methods. If a recording gravitometer or chromatographic device is used, the gravity to the nearest one-thousandth (0.001) obtained while Gas is being delivered will be the specific gravity of the Gas used for the recording period. If the spot sample or continuous sampling method is used, the gravity to the nearest one-thousandth (0.001) will be determined once a Month from a Gas analysis. The result shall be applied during such Month for the determination of Gas volumes delivered.
- (e) Adjustments to measured Gas volumes for the effects of supercompressibility will be made in accordance with accepted American Gas Association standards. Gatherer or its designee will obtain appropriate carbon dioxide and nitrogen mole fraction values for the Gas delivered as may be required to compute such adjustments in accordance with standard testing procedures. At Gatherer's or its designee's option, equations for the calculation of supercompressibility may be taken from either the American Gas Association Manual for the Determination of Supercompressibility Factors for Natural Gas, dated December, 1962 (also known as the "NX-19 Manual") or American Gas Association Report No. 8, dated December 1985, Compressibility and Supercompressibility for Natural Gas and Other Hydrocarbon Gases, latest revision.
- (f) For purposes of measurement and meter calibration, the atmospheric pressure for each of the Point(s) of Delivery will be assumed to be the pressure determined by Gatherer, or its

designee, for the elevation at which such point is located pursuant to generally accepted industry practices, irrespective of the actual atmospheric pressure at such point(s) from time to time.

- (g) The Gross Heating Value of the Gas delivered at the Point(s) of Delivery will be determined at least once each quarter by means of an approved method of general use in the gas industry; *provided, however*, that when Daily deliveries of Gas at any Point of Delivery average five thousand (5,000) Mcf per Day or greater during any Month, the Gross Heating Value of the Gas delivered at such Point of Delivery will be taken no less than Monthly at a suitable point on the facilities to be representative of the Gas being metered at such Point of Delivery.
- (h) Other tests to determine water content, sulfur, and other impurities in the Gas will be conducted whenever requested by either Party and will be conducted in accordance with standard industry testing procedures. When requested by Producer to perform such test(s), Producer will bear the cost of such test(s) whether or not the Gas tested is determined not to be within the Quality Specifications. When requested by Gatherer to perform such test(s), Gatherer or its designee will bear the cost of such test(s) only in the event the Gas tested is determined to be within the Quality Specifications set forth below. If such Gatherer-requested test(s) determine the Gas tested is not within the Quality Specifications, and an additional test is requested by Producer to confirm the results of such Gatherer-requested test(s), which confirming test must be requested within thirty (30) days of its receipt of the results showing the Gas tested is not within the Quality Specifications, Producer will bear the cost of such test(s) unless the Gas tested is determined to be within the Quality Specifications.
- (i) If at any time during the Term a new method or technique is developed with respect to Gas measurement or the determination of the factors used in such Gas measurement, then Gatherer may substitute such new method or technique for the method set forth in this Section IV when such methods or techniques are in accordance with the currently accepted standards of the American Gas Association.

Section V Quality

- (a) All Gas delivered by Producer to Gatherer at the Point(s) of Delivery must conform to the following specifications (the “**Quality Specifications**”) as a condition to acceptance of the Gas at the Point(s) of Delivery:
 - (1) Hydrogen Sulfide: The Gas will not contain more than 10,000 parts per million (“**PPM**”) of hydrogen sulfide per one hundred (100) Cubic Feet.
 - (2) Temperature: The Gas will not have a temperature less than forty degrees Fahrenheit (40°F) or more than one hundred twenty degrees Fahrenheit (120°F).
 - (3) Carbon Dioxide: The Gas will not contain more than two percent (2.0%) by volume of carbon dioxide.

- (4) Oxygen: The Gas will not contain more than ten (10) PPM of uncombined oxygen, and Producer shall make reasonable efforts to maintain the Gas free from all oxygen.
- (5) Nitrogen: The Gas will not contain more than one percent (1%) by volume of nitrogen.
- (6) Objectionable Liquids and Solids and Dilution: The Gas will be free of objectionable liquids and solids, and will be commercially free from dust, gums, gum-forming constituents, and other liquids or solid matter which might become separated from the Gas in the course of transportation through pipelines.
- (7) Gross Heating Value: The Gas will not have a Gross Heating Value less than one thousand two hundred (1,200) Btu per Cubic Foot of Gas.
- (8) Hazardous Substances: The Gas will not contain any substance that is determined to be a contaminant or a hazardous waste or substance under the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., as amended from time to time, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq., as amended from time to time, and the regulations issued thereunder, together with any other Applicable Laws regulating the environment, health, or safety (other than hydrocarbons and/or the natural constituent elements thereof).
- (9) GPM: The Gas will contain at least five and one-half (5.5) gallons per Mcf of Natural Gas Liquids.

In addition to the specifications set forth in subsections (a)(1)-(9), Gatherer's downstream transporter(s) may notify Gatherer of different or additional quality specifications required for the operation of such transporter(s)' facilities. Gatherer will notify Producer of any such different or additional specifications as soon as practicable after being notified by any such downstream transporter, and such specifications will be included in the Quality Specifications under this Agreement for as long as required by the downstream transporter(s).

- (b) In the event Gas delivered at the Point(s) of Delivery should fail to meet any of the Quality Specifications (such Gas, "***Non-Conforming Gas***"), then Gatherer will notify Producer, and Producer will make a diligent effort to correct the situation and to resume delivery of Gas meeting the Quality Specifications and shall keep Gatherer informed regarding such efforts. In addition to any other remedy available to Gatherer under this Agreement, at law, or in equity, Gatherer will have the right, without liability, to refuse to accept any Non-Conforming Gas and to suspend the Services associated therewith.

- (c) **PRODUCER SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS GATHERER GROUP FROM AND AGAINST ANY AND ALL CLAIMS AND LOSSES ARISING FROM, RELATED TO, OR IN ANY WAY CONNECTED WITH PRODUCER'S DELIVERY OF NON-CONFORMING GAS,** and, in addition to any other remedy available to Gatherer under this Agreement, at law, or in equity, if Producer delivers Non-Conforming Gas, Producer will be responsible for and shall reimburse Gatherer for all actual expenses and damages attributable to, and a commercially reasonable fee for any additional, treating, blending, handling, off-loading, or otherwise disposing of such Non-Conforming Gas, including any fees charged by Gatherer's downstream transporter(s) or their designees, as well as any costs incurred by Gatherer in order to avoid such fees for such Non-Conforming Gas.
- (d) Gatherer's acceptance of any Non-Conforming Gas or Gatherer's failure or delay in exercising any of its rights under this Section V will not be construed as a waiver of any of the relevant Quality Specifications or relieve Producer of its obligation to deliver Gas meeting the Quality Specifications, absent an express written waiver from Gatherer of the applicable Quality Specifications. For the avoidance of doubt, this subsection (d) does not apply to the exceptions to the general Quality Specifications for specific Point(s) of Delivery set forth in subsections (a)(1) and (a)(3) above, and such exceptions shall not require a separate written waiver from Gatherer.

Section VI Liquids & Shrinkage Allocation

- (a) Gatherer will conduct or have conducted, at least once each quarter, tests by chromatographic analysis or other mutually agreeable method, of the Gas delivered in the aggregate and allocated to Producer at the Treating Facility to determine the content of each Component Product in the Gas in terms of gallons per thousand cubic feet ("**GPM**"); *provided, however*, that when Daily deliveries of Gas at any Point of Delivery average five thousand (5,000) Mcf per Day or greater during any Month, such tests to determine the content of each Component Product in the Gas in terms of GPM will be conducted at least Monthly. Upon request, Producer may have its representative present to witness such tests. In addition, Producer will have the right at all reasonable times to make independent tests, at its own expense. Gas tests conducted by Gatherer pursuant to this Section VI will become effective upon the first Day of the Month following the Month in which the test was conducted and will be binding until the next succeeding Gas test.
- (b) Producer's Monthly Processing Plant Inlet Gas (in Mcf) will be multiplied by the Component Products obtained in accordance with subsection (a) of this Section VI in order to arrive at the theoretical Component Products attributable to Producer's Gas for such Month. All theoretical Component Products will also be determined in terms of each component thereof.
- (c) The actual Monthly gallons of each of the individual Component Products recovered attributable to Producer's Gas will then be determined in accordance with Section 4.3 of the Agreement.

- (d) The quantities of Gas, in terms of Btus, consumed as Plant Shrinkage will be computed on a Monthly basis, and Producer's proportionate share thereof will equal the sum of the quantities of Gas, in terms of Btus, calculated pursuant to subsection (e) of this Section VI.
- (e) Plant Shrinkage attributable to Natural Gas Liquids extracted from Producer's Processing Plant Inlet Gas will be calculated by multiplying the number of gallons of each Component Product allocated to Producer's Processing Plant Inlet Gas by the gross heat of combustion, stated in Btu per gallon, of each such Component Product set forth in the Gas Processor's Association Technical Standards Publication No. 2145-09 as revised from time to time, or as calculated by laboratory test, and as adjusted to sixty (60) degrees Fahrenheit and fourteen and sixty-five hundredths (14.65) psia pressure base on an ideal Gas basis. The aggregate Btus of all such Component Products will constitute the Plant Shrinkage attributable to Producer's Processing Plant Inlet Gas.

Section VII Delivery Pressure; Rate of Flow

Producer will deliver Gas at the Point(s) of Delivery at a pressure, sufficient to effect delivery into Gatherer's or its designee's facilities against the pressure(s) prevailing from time to time, not to exceed Gatherer's or its designee's maximum allowable operating pressure; *provided, however*, that neither Party will be obligated to install additional compression to effectuate delivery. Producer shall use reasonable efforts to deliver Gas at the Point(s) of Delivery at a uniform rate of flow, failing which Gatherer may require Producer to comply with a schedule for deliveries. If requested by Gatherer, Producer shall provide overpressure protection to protect Gatherer's and its designee's facilities.

Section VIII Taxes

- (a) Producer shall be responsible for and shall remit to the appropriate taxing jurisdictions all existing or new taxes, fees, or other impositions, including applicable interest and penalties (collectively, "***Taxes***"), imposed with respect to Producer's Gas, the Natural Gas Liquids or the Component Products attributable thereto. Producer and Gatherer agree that price paid and associated payment made to Producer hereunder for Producer's Gas, Natural Gas Liquids, and Component Products shall be deemed to be inclusive of reimbursement for one-hundred percent (100%) of Texas severance taxes due on such production. For clarity, Gatherer does not withhold and remit any taxes out of payment due the Producer. It is the duty of the Producer to remit any taxes due on such production. Gatherer shall be responsible for and shall remit to the appropriate taxing jurisdictions all Taxes based on the gathering and processing facilities of Gatherer and the Services provided by Processor hereunder. If Gatherer is required to remit any Taxes on behalf of Producer, the amount of Taxes remitted by Gatherer will be: (i) invoiced to Producer; and (ii) paid or reimbursed by Producer to Gatherer within ten (10) Days following the receipt of the invoice therefor.
- (b) If any Taxes are imposed on Hazardous Substances (as defined in Section V(a)(8) of this Exhibit A) or on methane or non-hydrocarbon substances contained in Producer's Gas and/or on the utilization, marketing, or disposal of any of the foregoing, Producer shall

reimburse Gatherer for such Taxes within ten (10) Days following the receipt of the invoice therefor.

- (c) Notwithstanding any provision in this Agreement to the contrary, including this Section VIII, neither Party is liable for any income taxes, franchise taxes, or property taxes levied or assessed against the other Party or its properties.

Section IX Billings and Payments

- (a) On or before the last Business Day of each Month, Gatherer will render to Producer a statement for the preceding Month. Such statement will include information sufficient to explain and support the amounts due each Party and any adjustments thereto. The amounts owed to each Party will be netted with the amounts due each Party, such that each Month only one Party will have an amount due to the other Party. If Gatherer owes Producer pursuant to any statement, payment will be rendered at the time of delivery of such statement. If Producer owes Gatherer pursuant to any statement, payment will be made by Producer within ten (10) Days after receipt of such statement. If information necessary for Gatherer's preparation of the Monthly statement is in Producer's or its Affiliate's or designee's possession, it is Producer's responsibility to provide Gatherer with such information. If such information is not provided to Gatherer on or before the tenth (10th) Day of such Month, then the time for delivery of that Month's statement will be extended for a period of time equal to the delay.
- (b) Each Party will have the right at all reasonable times to commence an audit of the relevant records of the other Party within the twenty-four (24) month-period following the date in which a record or statement was rendered, and to continue the audit for such reasonable time as necessary to reach its conclusion, in each case, solely to the extent necessary to verify performance under any of the terms and conditions of this Agreement, *provided* that each Party will protect Confidential Information contained in such records, in accordance with Section XVIII of this Exhibit A. Any audit shall be commenced by written notice to the other Party. Unless otherwise agreed by the Parties, the inspection or examination of any records as part of an audit shall take place during normal business hours at the principal office of the Party maintaining such records and upon reasonable (but not less than forty-eight (48) hours) written notice of the records requested for inspection or examination. Each Party will bear its own costs incurred in connection with any audit under this Section IX(b).
- (c) Subsequent to any amount having been paid pursuant to any statement, if any overcharge or undercharge in any form whatsoever will be found, or if any audit report contains a written exception so agreed upon by the Parties, Producer will refund the amount of any overcharge received by Producer, and Gatherer will pay the amount of any undercharge due Producer, within thirty (30) Days after final determination thereof; *provided, however*, no retroactive adjustments will be made for any overcharge or undercharge beyond a period of twenty-four (24) Months from the date of the statement(s). Neither the conducting of an audit nor the taking of a written exception shall extend the adjustment period.

Section X Title, Possession, and Responsibility

- (a) Title to all Natural Gas Liquids purchased by Gatherer and to all Gathering FL&U, Processing Fuel, or other volumes retained by Gatherer pursuant to this Agreement will pass to Gatherer upon acceptance of Gas at the Point(s) of Delivery. Title to Residue and Gas redelivered to Producer at the LP Gas Lift Point(s) of Redelivery or HP Gas Lift Point(s) of Redelivery shall remain in Producer.
- (b) Subject to the other provisions of this Agreement, including Section V of this Exhibit A, as between the Parties, Gatherer will be deemed in possession of and solely liable and responsible for Gas after it is accepted by Gatherer at the Point(s) of Delivery and until it is redelivered to Producer at the Point(s) of Redelivery, and Producer will be deemed in possession of and solely liable and responsible for Gas at all times prior to acceptance by Gatherer at the Point(s) of Delivery and after redelivery from Gatherer at the Point(s) of Redelivery.
- (c) Each Party will release, defend, indemnify, and hold harmless the other Party and its respective Affiliates from and against any and all Claims and Losses caused by the Gas while the Gas is in such Party's possession; *provided* that the release, defense, indemnity, and hold harmless obligations under this Section X(c) shall not apply to the extent such Claims and Losses are caused by or arise out of the negligence, willful misconduct, or strict liability of the Party to be indemnified or its Affiliates.

Section XI Warranty of Title

- (a) Producer hereby represents and warrants that it or its Affiliate has good, merchantable title and the right to deliver all Gas delivered to Gatherer hereunder and that such Gas upon delivery at the Point(s) of Delivery will be free and clear of all liens, encumbrances, and claims whatsoever.
- (b) Producer shall be solely responsible for the payment of any and all proceeds or royalties (including all royalty, overriding royalty, and production payments) derived from or attributable to the Gas delivered at the Point(s) of Delivery to any Person who may be entitled thereto.
- (c) **PRODUCER SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS GATHERER GROUP FROM AND AGAINST ALL CLAIMS AND LOSSES ARISING OUT OF OR RELATED TO ANY ACTUAL OR ALLEGED BREACH OF THE REPRESENTATIONS, WARRANTIES AND COVENANTS MADE BY PRODUCER IN THIS SECTION XI.**

- (d) Notwithstanding the foregoing, if in Gatherer's opinion, the ownership or title to all or part of the Gas delivered by Producer hereunder may be in question, or upon learning of any alleged Claims and Losses affecting such Gas, Gatherer may retain as security for the performance of Producer's obligations with respect thereto, that portion of the Gas at issue or that portion of the Natural Gas Liquids Value associated therewith, without interest, until (1) Gatherer has been reasonably satisfied that such ownership interest or the alleged Claims and Losses have been finally determined and satisfied or (2) Producer has furnished a bond to Gatherer in an amount and with sureties reasonably satisfactory to Gatherer, conditioned upon the protection of Gatherer from any such Claims and Losses associated with the Gas at issue.

Section XII Force Majeure

- (a) In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement, except for the obligations for indemnification, confidentiality and to make payments hereunder, it is agreed that, on such Party's giving notice and reasonably full particulars of such Force Majeure (given orally as soon as practicable and followed in writing in accordance with Section 8.1 of the Agreement) to the other Party within a reasonable time after the occurrence of the Force Majeure relied on, the obligations of the Parties, so far as they are affected by such Force Majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such Force Majeure will, so far as reasonably possible, be remedied with all reasonable dispatch.
- (b) The term "**Force Majeure**", as employed herein, means any event or circumstance that is not within the reasonable control of the Party claiming the need for suspension and that could not have been avoided or overcome by such claiming party by the exercise of reasonable efforts. To the extent satisfying the foregoing criteria, Force Majeure may include acts of God; strikes, lockouts or other industrial disturbances; acts of the public enemy, acts of terrorism, wars, blockades, insurrections, civil disturbances and riots; epidemics (including pandemics); landslides, lightning, earthquakes, fires, storms, hurricanes and threats of hurricanes, tornadoes, other named tropical systems, floods and washouts; arrests, orders, requests, directives, restraints and requirements of Governmental Authority; failure of firm transportation; explosions, breakage or accident to machinery, equipment, facilities, wells, or lines of pipe; outages (shutdowns) of machinery, equipment, facilities, wells or lines of pipe for inspection, maintenance or repair; freezing of wells and lines of pipe; and changes in Applicable Law. It is understood and agreed that the settlement of strikes or lockouts will be entirely within the discretion of the Party having the difficulty, and that the above requirement of a Party to attempt to remedy an event or circumstance with reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of opposing party when such course is inadvisable or inappropriate in the discretion of the Party having the difficulty. Force Majeure will likewise include those instances where (1) if either Party is required to obtain servitudes, right-of-way grants, permits, or licenses to enable such Party to fulfill its obligations hereunder, the inability of such Party to acquire, or the delays on the part of such Party in acquiring, at reasonable cost and after the exercise of reasonable efforts, such servitudes, right-of-way grants, permits, or licenses; (2) if either Party is

required to furnish materials and supplies for the purpose of constructing or maintaining facilities or is required to secure permits or permissions from any Governmental Authority to enable such Party to fulfill its obligations hereunder, the inability of such Party to acquire or the delays on the part of such Party in acquiring, at reasonable cost and after the exercise of reasonable efforts, such materials and supplies, permits and permissions; and (3) an event or circumstance affecting a third party's facilities interconnected with a Party's or such Party's designee's facilities that are necessary to perform such Party's obligations under this Agreement, to the extent such event or circumstance otherwise meets the definition of "Force Majeure" provided herein.

- (c) Notwithstanding the foregoing, none of the following shall, under any circumstance, constitute Force Majeure: (1) the lack of financial resources, or the inability of a Party to secure funds or make payments as required by this Agreement, absent the other Party's breach of this Agreement which has a material adverse effect on such Party's financial resources; (2) adverse market, financial, or other economic conditions including changes in market conditions that either directly or indirectly affect the demand for or price of Gas or Natural Gas Liquids; or (c) availability of more attractive markets or fees for the Gas, the Natural Gas Liquids or the Services.

Section XIII Default

- (a) Except as otherwise provided in this Agreement, if either Party (a "**Defaulting Party**") shall (1) fail to make, when due, any undisputed payment required hereunder (which failure is not cured within ten (10) Business Days after the Defaulting Party's receipt of written notice of such failure from the non-defaulting Party (a "**Non-Defaulting Party**"), (2) except as provided in cause (1), otherwise fail to perform any material covenant hereunder when such performance is due (which failure is not excused under this Agreement or remedied within sixty (60) Days after the Defaulting Party's receipt of written notice of such failure from the Non-Defaulting Party); (3) breach any of its representations or warranties set forth in this Agreement (which breach is not remedied within thirty (30) Days after the Defaulting Party's receipt of written notice thereof from the Non-Defaulting Party); (4) make an assignment or any general arrangement for the benefit of creditors; (5) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or cause under any bankruptcy or similar Applicable Law for the protection of creditors or have such petition filed or proceeding commenced against it; (6) otherwise become bankrupt or insolvent (however evidenced); or (7) be unable to pay its debts as they fall due; then, in addition to any and all other rights and remedies available under this Agreement, at law, or in equity, the Non-Defaulting Party shall have the right to suspend its performance under this Agreement, terminate this Agreement, or suspend its performance hereunder and later terminate this Agreement, immediately and without notice in the case of a default described in subsections (4), (5), (6), or (7), and upon the expiration of the applicable cure period in the case of a default described in subsections (1), (2), or (3).
- (b) No waiver by a Non-Defaulting Party of any one or more defaults by a Defaulting Party under this Agreement will operate or be construed as a waiver of any future default or defaults whether of a like or different character. Unless otherwise expressly provided in

this Agreement, all remedies of a Party under this Agreement are cumulative, and the election or pursuit of any remedy shall not preclude or prohibit the election or pursuit of any other remedies under this Agreement, at law, or in equity, including with respect to any rights of recoupment, setoff, offset, and/or liquidation.

- (c) **SUBJECT TO SECTION V OF THIS EXHIBIT A, BUT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE OR OTHERWISE RESPONSIBLE TO THE OTHER PARTY FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, OR INCIDENTAL DAMAGES OR FOR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH HEREOF.**

Section XIV Uneconomic Operations

- (a) If at any time during the Term (1) Gatherer determines that it is uneconomic for Gatherer to continue to receive Gas at any of the Point(s) of Delivery or to continue to operate its or its designee's facilities used to provide the Services under this Agreement (in part or as a whole) and (2) such uneconomic circumstance has been in existence for three (3) or more Months (each such circumstance an "*Uneconomic Condition*"), then Gatherer shall have the right, without liability, to suspend or curtail receipt of all Gas from the affected Point(s) of Delivery and/or to suspend operation of the affected facilities and performance under this Agreement upon thirty (30) days prior written notice to Producer. If Gatherer suspends performance under this Agreement due to an Uneconomic Condition, either Party may also, in its sole discretion, terminate this Agreement as to the Dedicated Interests and Dedicated Wells served by the affected Point(s) of Delivery and/or affected facilities upon thirty (30) days prior written notice to the other Party.

Section XV Transfers

- (a) Neither Party may assign (and will cause its Affiliates not to assign) this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned or delayed; *provided* that nothing in this Section XV will prevent either Party from (1) assigning this Agreement and all (but not less than all) of its interests, rights and obligations hereunder to any of its Affiliates (so long as such Person remains an Affiliate of the assigning Party) or (2) mortgaging its rights as security for an indebtedness of such Party or its Affiliate. An assignment by either Party in compliance with this Section XV will not relieve the assigning Party of any liabilities, obligations, or duties under this Agreement. This Agreement is binding upon and inures to the benefit of the successors, permitted assigns, heirs, personal representatives, representatives in bankruptcy of the Parties, and, subject to Section 1.5 of the Agreement, will be binding upon any Transferee of Gatherer's facilities or Transferee of the Dedicated Interests.
- (b) Subject to Section 1.5 of the Agreement, any Transfer of any Dedicated Interests will be made expressly subject to the provisions of this Agreement, and Producer shall require any Transferee to deliver to Gatherer the assignment agreement executed between

Producer and such Transferee expressly assuming Producer's obligations under this Agreement and including such other items that need to be addressed in connection with any such Transfer, as may be reasonably requested by Gatherer.

- (c) No Transfer of an interest of Producer in this Agreement or in a Dedicated Interest, however effected, will bind Gatherer unless and until the original instrument or other proper proof that the Transferee is legally entitled to an interest has been furnished to Gatherer through written notice provided in accordance with Section 8.1 of the Agreement.

Section XVI Laws and Regulations

- (a) This Agreement will be subject to all Applicable Laws. If Gatherer determines there is a Change in Law resulting in a Governmental Authority requiring Gatherer to incur any cost in connection with the Services, including purchase of Natural Gas Liquids, or ownership or operation of Gatherer's or its designee's facilities used to provide the Services, upon Gatherer providing reasonable notice and supporting documentation of such costs to Producer, Gatherer may charge Producer an amount adequate to compensate Gatherer for Producer's pro rata share of such cost from the earlier of (1) the date such Change in Law becomes effective or (2) the date such costs are first incurred.
- (b) Producer represents and warrants to Gatherer that the Gas delivered hereunder to Gatherer is deregulated pursuant to the Natural Gas Wellhead Decontrol Act of 1989.
- (c) Each of the Parties represents and warrants to the other Party that the Gas delivered hereunder will not have been and will not be sold or resold, transported, commingled, used or consumed in interstate commerce in such a manner which would subject the Gas, this Agreement, either Party, their designee(s) or the facilities of either Party or their designee(s) to jurisdiction and/or regulation under the Natural Gas Act of 1938, as amended. If either Party should breach this representation and warranty, the other Party will have the right, at its option, to terminate this Agreement immediately in addition to any other remedy it may have under the provisions hereof or at law or in equity.
- (d) **THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICT OF LAWS.**

Section XVII Dispute Resolution

- (a) In the event a dispute ("**Dispute**") between the Parties arises out of this Agreement, the Parties agree to attempt in good faith to resolve the matters at issue by having a designated representative of each Party meet at such place and time as the Parties may agree, but not later than on the tenth (10th) day following written notice of the Dispute by one Party to the other (or on the Business Day following the expiration of the ten-day period).

- (b) The Parties agree to wait thirty (30) days after such meeting of the designated representatives of the Parties before instituting legal or equitable proceedings; *provided, however*, that any Party may institute such proceedings within such thirty (30) day period if necessary to avoid applicable statutes of limitations. Any legal or equitable proceedings related to the Dispute shall be instituted exclusively in U.S. federal courts or courts of the State of Texas, in each case located in the city of Houston and County of Harris; in respect thereof, each Party irrevocably submits to the exclusive jurisdiction of such courts and waives any objection based on improper venue or *forum non conveniens*. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

Section XVIII Confidentiality

- (a) The terms of this Agreement, including the price and fees for the Services, the identity of any third-party transporting pipeline(s) and the cost of such transportation, the quantities of Gas, all other material terms of this Agreement and any information provided by a Party to the other Party that relates to the performance of this Agreement (collectively “**Confidential Information**”) will be kept confidential by the Parties, except to the extent that any information must be disclosed to a third party for the purpose of effectuating transportation of the subject Gas or Natural Gas Liquids pursuant to this Agreement, as required by Applicable Law or Governmental Authority, or as the same may be contained in the Memorandum. Notwithstanding the foregoing, a Party may disclose Confidential Information to its Affiliates and the directors, managers, officers, employees, partners, members, shareholders, owners, attorneys, agents, lenders, advisors, consultants and contractors of such Party and its Affiliates (“**Representatives**”) and prospective purchasers of such Party or any of its assets (“**Prospective Purchasers**”) so long as such Prospective Purchasers are subject to a similar obligation of confidentiality. In this case, such Party will instruct each Representative (and each Prospective Purchaser) receiving Confidential Information of its confidential nature and of the obligation to keep the Confidential Information secret and confidential. Such Party disclosing Confidential Information to its Representatives or Prospective Purchasers will be liable to the other Party for any breach by its Representatives or Prospective Purchasers of these confidentiality obligations. For purposes of this Agreement, Confidential Information will not include information that (i) was already in the possession of a Party or its Representatives on a non-confidential basis prior to disclosure hereunder or comes into the possession of a Party or its Representatives on a non-confidential basis thereafter; or (ii) prior to disclosure hereunder, was already in the public domain, or which after disclosure hereunder entered the public domain other than as a result of a disclosure by a Party or any of its Representatives in breach of this Agreement.

- (b) Except as otherwise required by Applicable Law or Governmental Authority, neither Gatherer nor Producer nor any of its Affiliates or Representatives shall issue or cause the publication of any press release or other announcement with respect to the existence of, or transactions contemplated by, this Agreement; *provided, however*, that should either Party be required to issue any such press release or other announcement that names the other Party, such other Party will be given the opportunity to review and reasonably approve the text of such press release or other announcement before it is released for publication.
- (c) The Parties' obligations with respect to Confidential Information shall terminate two (2) Years following the termination or expiration of this Agreement.

Section XIX Creditworthiness

- (a) In the event a Party determines the other Party's credit to be unsatisfactory in the first Party's sole and reasonable opinion at any time and from time to time during the Term, such Party may demand "***Adequate Assurance of Performance***," which shall mean sufficient security in an amount and for a term reasonably specified by the requesting Party. The other Party, at its option, shall then provide one of the following forms of security:
 - (1) Written guaranty of payment from an Affiliate of the Party with credit reasonably satisfactory to the requesting Party, but such guaranty of payment shall constitute Adequate Assurance of Performance only for as long as the credit of the Affiliate continues to be reasonably satisfactory to the requesting Party;
 - (2) An irrevocable standby letter of credit in favor of the requesting Party, in a form and amount reasonably satisfactory to, and from a bank reasonably satisfactory to, the requesting Party; or,
 - (3) A prepayment or a deposit to the requesting Party.
- (b) Should a Party fail to provide Adequate Assurance of Performance within five (5) Business Days after receipt of written demand for such assurance, then the requesting Party shall have the right to suspend performance under this Agreement, without liability, until such time as the other Party furnishes Adequate Assurance of Performance. If such assurance is not provided by such Party within ten (10) Days from written demand, the requesting Party may terminate this Agreement in addition to any and all other remedies available under this Agreement, at law, or in equity.

Section XX Joinder of Producer's Operator

The Parties recognize that Producer may not be the same Person that operates the Dedicated Wells producing Dedicated Gas from the Dedicated Interests, and that Producer may utilize one or more non-Affiliated Persons to operate such Dedicated Wells on behalf of Producer from time to time. Accordingly, to the extent Producer or its Affiliate does not operate such Dedicated Wells, the non-Affiliated Person that does operate the same that are subject to this Agreement must agree to be bound by the terms and conditions set forth in this Agreement and the associated Exhibits, by executing a signature page substantially in the form attached as Exhibit H or, if determined by Gatherer, in any other form that would effectuate that the operator of the Dedicated Wells producing Dedicated Gas from the Dedicated Interests agrees to be bound by the terms and conditions set forth in this Agreement and the Exhibits. The non-Affiliated Person that operates the Dedicated Wells producing Dedicated Gas from the Dedicated Interests must also execute a copy of the Memorandum attached as Exhibit B.

Section XXI Miscellaneous

- (a) This Agreement, including the exhibits hereto, constitutes the entire agreement between the Parties covering the subject matter hereof, and there are no agreements, modifications, conditions or understandings, written or oral, expressed or implied, pertaining to the subject matter hereof which are not contained herein.
- (b) This Agreement will be deemed and considered for all purposes as prepared through the joint effort of the Parties and will not be construed against one Party or the other as a result of the preparation, submittal, or other event of negotiation, drafting or execution hereof.
- (c) This Agreement may only be modified in a signed writing executed by a duly authorized representative of each Party.
- (d) By entering into this Agreement, Producer hereby grants and conveys to Gatherer and/or its designee, insofar as Producer is able to convey such rights, the right of ingress and egress and all necessary easements and rights-of-way to any leaseholds or premises of Producer for the construction of pipelines and/or facilities necessary or convenient for performance of this Agreement, and Producer shall (and shall cause its Affiliates to) execute and deliver any and all other instruments or documents requested by Gatherer in order to effectuate or evidence such conveyance.
- (e) The headings and subheadings contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement nor should they be used to aid in any manner in construing this Agreement. The words "this Agreement," "herein," "hereof," "hereby," "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular subdivision, unless otherwise indicated. Words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. Examples will not be construed to limit, expressly or by implication, the matter they illustrate. The word "includes" and its derivatives means "includes, but is not limited to" and corresponding derivative expressions.

- (f) Except as otherwise expressly provided herein, the provisions of this Agreement will not impart rights enforceable by any Person other than the Parties or their respective Transferees.
- (g) This Agreement may be executed in any number of counterparts, each of which will be considered an original, and all of which will be considered one instrument. Any executed counterpart transmitted by facsimile or electronic mail by any Party shall be deemed an original and shall be binding upon such Party.
- (h) If any published periodical, index, or posting (each an “***Index***”) used to determine any payment under this Agreement does not report a price under the relevant subheading for the relevant Day or Month or such Index is discontinued, the Parties will immediately and in good faith enter into negotiations, in the case of permanent cessation of publication, to select a replacement Index or other pricing methodology, reflecting equivalent market prices, such replacement Index or other pricing methodology to be effective as of the date the prior Index ceased. Until the replacement Index or other pricing methodology has been determined and applied retroactively, payments will be made in the interim based on the last published Index. Upon determination of a replacement Index or other pricing methodology, any interim payment will be adjusted retroactively based upon the replacement Index or other pricing methodology and the net difference paid promptly to Producer or Gatherer, as the case may be. If the Parties cannot agree to an alternate Index or other pricing methodology by the end of the first Month for which the original Index is not available, then Producer and Gatherer will each prepare a prioritized list of up to three (3) alternative Indices or other pricing methodologies, representative of relevant market prices in the same geographic area as that addressed by the original Index. Each Party will submit its list to the other within ten (10) Days after the end of the first Month for which the original Index is not available. The first listed Index or other pricing methodology appearing in Gatherer’s list that also appears in Producer’s list will constitute the replacement Index. If no common Indices or pricing methodologies appear on the lists, each Party will submit a new list adding two (2) Indices or pricing methodologies within ten (10) Days, with subsequent repetitions, until a common Index or pricing methodology appears. If either Party fails to provide timely a list, such Party’s list will not be considered.
- (i) Should any provision of this Agreement be held to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- (j) Nothing in this Agreement shall be construed as creating a partnership, joint venture, or employment relationship between the Parties, and all fiduciary duties are hereby expressly disclaimed by the Parties.

END OF EXHIBIT A

(b) exclusively dedicated, granted, bargained, sold, conveyed, and delivered to Gatherer all of the Interests now owned or hereafter acquired by Producer or its Affiliates in the Dedicated Area (including Producer's or its Affiliates' Interests in and to the Gas in, under, and that may be produced and saved from such Interests) (the "***Dedicated Interests***"), but solely for the purpose of performing the Services in accordance with the Agreement, and (c) dedicated, granted, bargained, sold, conveyed, and delivered to Gatherer the sole and exclusive right to transport Gas from the Dedicated Interests, specifically the right to gather, meter, measure, treat, compress, and process such Gas as may be produced and saved therefrom. Producer's dedication and commitments under the Agreement are referred to collectively as the "***Dedication***."

3. **Covenant Running With the Land.** The Dedicated Area is all lands in the area described in Schedule 1 to this Memorandum, located in Frio, Atascosa, McMullen, LaSalle, Dimmit, and Zavalla Counties, Texas. The Dedication and all other terms of the Agreement shall be a covenant running with the land with respect to the Dedicated Interests. The Dedication is intended by the Parties to (a) touch and concern and be binding upon all real property rights of Producer in the Dedicated Area and the Dedicated Wells, and including the Interests related thereto, (b) convey to Gatherer the rights set forth in Section 2, and (c) be binding on Producer's and its Affiliates' successors, assigns, and other Transferees. The parties agree to, and hereby authorize and incorporate automatically into the Agreement, any amendments necessary to cause the Dedication to be a covenant running with the land under Texas law.

4. **Transfers of Interests.** Notwithstanding the foregoing, the Agreement provides that to the extent all or a portion of the Dedicated Interests are Transferred to a non-Affiliated Person, the acquiring Person shall only be required to commit and dedicate to the Agreement the Gas that is produced from the Dedicated Interest acquired by such Person. The Dedication under the Agreement shall not extend to any other assets or Interests then held or thereafter acquired by the acquiring Person or any of its Affiliates within the Dedicated Area, other than the Dedicated Interests acquired by such acquiring Person, unless otherwise mutually agreed upon in writing by Gatherer and such Person.

5. **Easements.** Pursuant to the Agreement, Producer granted and conveyed to Gatherer and/or its designee, insofar as Producer was able to convey such rights, the right of ingress and egress and all necessary easements and rights-of-way to any leaseholds or premises of Producer for the construction of pipelines and/or facilities necessary or convenient for performance of the Agreement.

6. **Term.** Subject to the terms and conditions contained in the Agreement, the Agreement is effective as of 9:00 a.m., CPT, on the Effective Date and will remain in full force and effect until 9:00 a.m., CPT, on December 1, 2025 (the "***Primary Term***"), and, unless earlier terminated in accordance with the Agreement, will continue Year to Year thereafter, until terminated by either Party upon at least one hundred eighty (180) days prior written notice to the other Party, which termination will be effective at the end of the Primary Term or as of the end of any Contract Year thereafter, as the case may be.

7. **Incorporation of Agreement and Effect of Memorandum.** The sole purpose of this Memorandum is to give notice of the existence of the Agreement. This Memorandum

shall not modify in any manner any of the terms and conditions of the Agreement, and nothing in this Memorandum is intended to and shall not be used to interpret the Agreement. The provisions of the Agreement are hereby incorporated into this Memorandum as if set out fully herein. In the event of any conflict between the terms of this Memorandum and the terms of the Agreement, the terms of the Agreement shall govern and control for all purposes.

8. Defined Terms. All capitalized terms used and not defined herein shall have the same meanings assigned to such terms in the Agreement.

[Signature pages follow]

GATHERER:

SOUTHCROSS MARKETING COMPANY LTD.

By: Southcross Energy GP LLC,
its general partner

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF HARRIS §

§

This instrument was acknowledged before me this _____ day of _____, 2020 by _____, the _____ of Southcross Energy GP LLC, a Delaware limited liability company, the general partner of Southcross Marketing Company Ltd., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

In witness whereof I hereunto set my hand and official seal.

NOTARIAL SEAL:

Notary Public in and for the
State of Texas

My Commission Expires: _____

Commission No.: _____

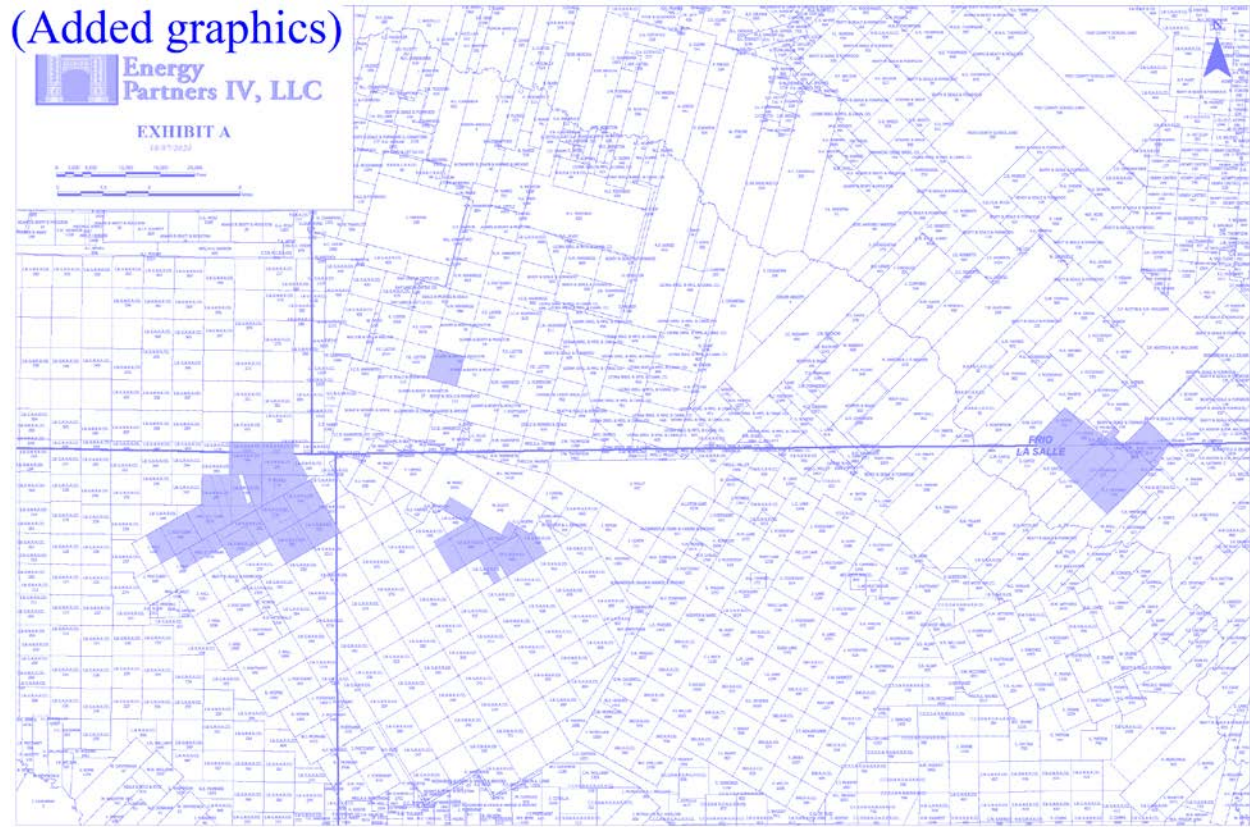
*Signature Page to
Memorandum of Gas Gathering, Processing, Purchase, and Redelivery Agreement*

Exhibit B-5

**SCHEDULE 1
TO
MEMORANDUM OF GAS GATHERING, PROCESSING, PURCHASE, AND
REDELIVERY AGREEMENT**

DEDICATED AREA

(Added graphics)



END OF EXHIBIT B

EXHIBIT C

DESCRIPTION OF POINT(S) OF DELIVERY:

<u>Low Pressure</u>		<u>Point(s) of Delivery</u>	
<u>Meter Number</u>	<u>Meter Name</u>	<u>County</u>	<u>State</u>
43-4755	Stonegate LP Wilson @ Shiner	Frio	TX
52-4781	Corona A CDP	Dimmitt	TX
52-4793	Corona B1 H	Dimmitt	TX
52-2034	Stonegate Herman Hatch	Dimmitt	TX
52-2037	Stonegate Hatch East A1H	Dimmitt	TX
52-4780	Hatch A CDP	Dimmitt	TX
52-4779	Hatch B CDP	Dimmitt	TX
52-4783	Hatch C CDP	Dimmitt	TX
52-4784	Hatch D CDP	Dimmitt	TX
52-4782	Hatch E CDP	Dimmitt	TX
52-2033	Hatch F CDP	Dimmitt	TX
52-2044	Rod A	Dimmitt	TX
52-2045	Rod B	Dimmitt	TX
52-2046	Rod C	Dimmitt	TX
52-2041	Cree A	LaSalle	TX
52-2042	Cree B	LaSalle	TX
52-2043	Cree C	LaSalle	TX
52-2054	Cree D	LaSalle	TX
52-4741	Hunter Petroquest	LaSalle	TX
52-2081	Bowman A	Dimmitt	TX
52-2089	Bowman B	Dimmitt	TX
53-2092	Leppard	Frio	TX

<u>High Pressure</u>		<u>Point(s) of Delivery</u>	
<u>Meter Number</u>	<u>Meter Name</u>	<u>County</u>	<u>State</u>
59-2053	Wilson HP Sales	LaSalle	TX

END OF EXHIBIT C

EXHIBIT D
DESCRIPTION OF POINT(S) OF REDELIVERY;

<u>Meter</u>	<u>LP Gas Lift</u>		
<u>Number</u>	<u>Point(s) of Redelivery</u>	<u>County</u>	<u>State</u>
52-4836	Hatch D Buy Back	Dimmitt	TX

<u>Meter</u>	<u>HP Gas Lift</u>		
<u>Number</u>	<u>Point(s) of Redelivery</u>	<u>County</u>	<u>State</u>
55-2031	Skylark Gas Lift	Frio	TX
45-2072	Cree Gas Lift	LaSalle	TX
45-2103	Watts Gas Lift	LaSalle	TX

<u>Meter</u>	<u>Residue Point(s) of Redelivery</u>	<u>County</u>	<u>State</u>
<u>Number</u>			
TBD	Residue at mutually agreeable Processing Plant	TBD	TX
6467	T2 20" Outlet to Channel	Refugio	TX
46882	T2 20" Outlet to Tejas	Refugio	TX
46725	T2 20" Outlet to NGPL	Refugio	TX
73719	T2 20" Outlet to TETCO	Refugio	TX
12869	T2 20" Outlet to TGP	Refugio	TX
3644	T2 12" Outlet to Transco	Bee	TX
34-0011-24	Woodsboro Residue K/M	Refugio	TX

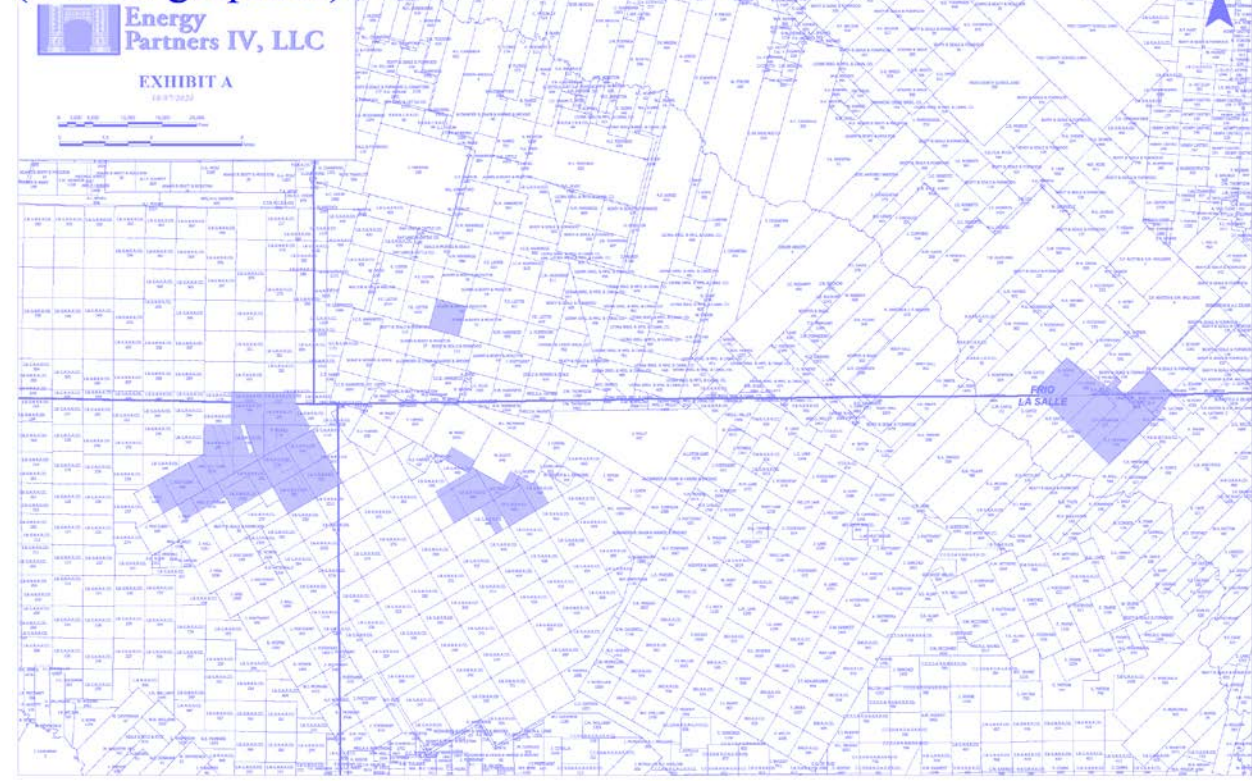
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END OF EXHIBIT D

EXHIBIT E

DEDICATED AREA

(Added graphics)



END OF EXHIBIT E

Exhibit E-1

EXHIBIT F

FORM OF OPERATOR SIGNATURE PAGE

[●], a [●], with offices located at [●], as operator of the [insert applicable Dedicated Well(s)], which are Dedicated Wells producing Dedicated Gas from the Dedicated Interests referenced in this Agreement (the “**Operator**”), and to the extent the Dedicated Gas produced from such Dedicated Well(s) is dedicated to Gatherer under this Agreement, hereby acknowledges and agrees that it is bound by and to the terms and conditions of this Agreement, including, without limitation, the dedication, delivery and purchase and sale obligations set forth in Article I and Article II of this Agreement, respectively. Operator also agrees to execute a copy of the Memorandum in a form substantially similar to the form included as Exhibit B to this Agreement concurrently with the execution of this signature page.

OPERATOR:

[●]

By: _____
Name: _____
Title: _____
Date: _____

END OF EXHIBIT F